



Affiliate Terms & Conditions - Stratton Affiliates

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Affiliate Terms & Conditions

F1Markets Ltd operating under the brand name Stratton Markets is a Cypriot Investment Firm (“CIF”) registered with the Registrar of Companies in Nicosia (Company Registration No. HE329568, Registered Address: Tassou Papadopoulou 6, Flat/Office 22, Agios Dometios, 2373, Nicosia, Cyprus) and regulated by the Cyprus Securities and Exchange Commission (hereinafter “CySEC”) under License Number 267/15 (hereinafter the “Company”). The Company does its utmost to ensure the privacy, confidentiality and security of its clients are preserved both throughout their interaction with the company and afterwards, to the fullest extent achievable by the Company.

Both the Affiliate and the Company hereinafter collectively be referred to as the “Parties” and each of them as a “Party”, where the context requires so.

Whereas:

- 1.1. The Company is a broker authorized in the conduct of its activities by the Cyprus Securities and Exchange Commission (“CySEC”) providing trading services in CFDs in underlying financial instruments such as foreign exchange, commodities, indices, shares and bonds through the trading the Stratton Markets platform on which clients can place their orders to buy or sell CFDs for such financial instruments;
- 1.2. The Affiliate is an independent contract who is engaged in the business of only soliciting business in the form of introducing Prospective Clients to the Company as per the Terms of this Agreement and in respect of financial transactions carried out by the Company and is willing to act as a mediator and is remunerated as a mediator in the process of identification of suitable opportunities for the Company towards the products and services offered by the Company under this Agreement. The Affiliates aim is to ensure a successful conclusion of a contractual relationship between the Company and the introduced Clients;
- 1.3. The Affiliate, if required under applicable laws and regulations, is solely responsible to ensure that he is registered as an Affiliate, or in some other capacity which authorizes the Affiliate to undertake and provide to the Company the services contemplated by this Agreement.

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Definitions and Interpretations

Account: The uniquely assigned account that is created for each Trader when it completes an account application at any of the Company's Sites and is approved by the Company.

Affiliate: A person or entity that received confirmation from the Company, at the Company's sole discretion, that it has successfully completed the Due Diligence Procedures, that it is included in the Program and that it has received a Tracker ID linked to the Site(s) in accordance with the terms of this Agreement.

Affiliate Section: The area of the Site(s) where each Affiliate may review the Report, register Referred-Affiliates, update their profile, create additional Tracker IDs, select Banners and Text Link and other additional functions. The Company reserves the right to add and/or remove any tools from the Affiliate Section at any time, at its sole and absolute discretion.

Banner and Text Link: Any means of graphics, pictures, animation, artwork or text that an Affiliate uses to promote the Program and/or to hyperlink Traders from Affiliate's website to the Site(s).

Compensation: shall have the meaning of section 6 herein and the compensation, charges and other rates applicable to this Agreement.

"CPA"/"Cost Per Acquisition"; DCPA" /"Dynamic Cost Per Acquisition"; "CPA" means a one-time fixed amount payable with respect to any FTD and "DCPA" shall mean a onetime amount equal to the amount deposited in such FTD into the Trading Platform

"CPC"/"Cost Per Click" means a one-time fixed amount payable with respect to any unique entity/person that has clicked on a banner of Stratton Markets on the Affiliate Websites;

"CPI"/"Cost Per Install" means a one-time fixed amount payable with respect to any entity that has firstly downloaded the Trading Platform's application from the Affiliate Websites to his/her mobile device and/or tablet computer, that has fully installed such application and that has opened such application;

"CPL"/"Cost Per Lead" means a one-time a fixed amount payable with respect to any entity becoming a Lead;

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“CPM”/“Cost Per Mille” means a one-time fixed amount payable with respect to each 1,000 Impressions (as defined below). "Impression" means each time Stratton Markets's advertisement is displayed to a user while viewing a web page in the Affiliate Websites;

CPA Plan: An Affiliate compensation plan where Affiliate shall be receiving its Compensation according to the number of Qualified Traders referred by it to the Site(s) and the Compensation as shall be specified on the Affiliate Section, as updated from time to time at the Company's sole and absolute discretion. For example, if an Affiliate is entitled to receive \$100 per Qualified Trader, and Affiliate referred 10 Traders in a certain month, 8 of which are Qualified Traders, Affiliate shall be entitled to receive consideration for such month $8 * 100 = \text{US\$}800$.

CySEC Rules: The Cyprus Securities and Exchange Commission rules, directives, regulations and circulars.

Due Diligence Procedures: these include procedures that are required to be completed by the Affiliate and internal procedures within the Company. The Clients shall be requesting to provide, among others, a completed due diligence questionnaire and all required identification documents. The Company will perform the necessary due diligence searches through AML databases and any external public sources.

Fraud: means an attempted act, act or omission by the Affiliate or a Client - which is (i) illegal by any Applicable Law and Regulations, (ii) made in bad faith or (iii) intended to defraud the Company, circumvent any contractual or Applicable Law and Regulations, regardless of whether such act or attempted act actually caused any damage or harm. Fraud shall include, without limitation, also collusion; abuse of bonuses or other promotions; Spamming; false, misleading or unauthorized advertising or representations; use of 3rd party payment method (such as credit cards etc.); identity theft (whether by act or omission) and unauthorized use of Intellectual Property rights.

Group: F1Markets Ltd. and any Parent or Subsidiary company of F1Markets Ltd.

Intellectual Property Rights: means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trade marks, business names and domain names, lists and information on any Clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for affiliates and other business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

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KPIs: shall mean the Key Performance Indicators based on the minimum amount of deposit(s) and volume traded by a Qualified Trader in his/her Account(s) as determined by each level within Schedule 1 below herein and the Insertion Order between with the Affiliate.

Mailers: Any material used by an Affiliate in order to promote any activity related to the Company or the Site(s) sent by e-mail.

Marketing Material: Any material used by an Affiliate in order to promote any activity related to the Company or the Site(s), including Banners, Text Links and any other promotional material that an Affiliate subsequently uses or develops to refer or hyperlink Traders from the Affiliate's website to the Site(s). Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, newsletters and generally anything that assists in the introduction process. Such promotional material will need to be approved by the Company's Compliance Function and follow the Marketing Policy.

Non-Active Affiliate: Any Affiliate generating less than twelve (12) new Qualified Traders, directly or via Referred-Affiliates and/or Sub-Affiliates, during any consecutive twelve (12) months period.

Program: Company's affiliate program located at Company's website.

Qualified Trader: means a Client who was referred to Stratton Markets by the Affiliate in accordance with the Agreement and identified by a tracker ID assigned to such Affiliate by the Company provided that:

- (i) The Company confirms that such Affiliate shall be included in the relevant scheme and linked to the Site(s) in accordance with the Agreement; and/or
- (ii) Such Client has been approved by the Company and has made a minimum real money deposit in line with Company's rules; and/or
- (iii) with respect to Affiliates paid under the Company's Cost Per Acquisition ("CPA") plan, detailed in Schedule 1 to the Agreement or any other activity level agreed by the Parties in writing; and/or
- (iv) Such Client is not already registered to the Site under a different name or with a different identity or from same IP address; and
- (v) Has complied with all Applicable Law and Regulations.

Referred-Affiliate: Any person or entity which an Affiliate referred to this Program for the purpose of such person or entity joining the Program, and such person or entity was approved by the Company to participate in the Program as an Affiliate. Report: Information regarding the

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Affiliate Fees, Trader tracking and other information relevant to the Affiliate provided by the Company to the Affiliate in the Affiliate Section.

Website(s): www.StrattonMarkets.com and any other website as may be added by the Company or by the Group, in its sole and absolute discretion, from time to time.

Spam or Unsolicited Promotions: Any emails, Mailers or any other messages that are circulated by Affiliate, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which: (i) are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Affiliate; (ii) contain false or misleading statements;(iii) do not truthfully identify the source or the originating IP Address from which it was sent; or (iv) do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.

Spread: The difference between the Buy price and the Sell price of a certain instrument at the time the Trader opens a position on the Trading Platform.

Sub-Affiliate: Any person or entity which Affiliate referred to this Program as a sub-Affiliate, and such entity or person was approved by the Company, for which Affiliate will determine and instruct the Company which portion of its Affiliate Fee shall be due to such sub- Affiliate in lieu of payment of such fees to such Affiliate.

Tracker(s) ID: The unique Tracking ID, which is related to the Tracker URL codes that the Company provides exclusively to the affiliate, through which the Company tracks and calculates Affiliate Fee.

Tracking URL: A unique hyperlink to the Site(s) enabling an Affiliate to refer potential Traders to the Site(s) and enables Company to identify the Affiliate that has referred such specific Trader for the purpose of calculating the Affiliate Fee.

Trader(s): Any user of the Trading Platform.

Trading Platform: The Company's technology dedicated for online trading, allowing participants to trade online either for fun or for real money, and including the Company's billing, support, retention and promotion services and activities.

Written Notice – shall have the meaning set out in Clause 7 of this Agreement.

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- I. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words denoting the singular include the plural and vice versa; words denoting any gender include all genders.
- II. Any reference to this agreement includes any Schedules, Policies (e.g. Marketing Policy) and Insertion Orders made with the Affiliates. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a law or statutory provision shall include all subordinate legislation made under that law or statutory provision.
- III. The Schedules and Policies (e.g. Marketing Policy) form part of this agreement and shall have effect as if set out in full in the body of this agreement.
- IV. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- V. In case of any conflict and/or discrepancy with the terms of the Insertion Order and with the terms provided under the following Terms and Conditions and/or its annexes, appendices, addenda, attachments, schedules, policies and/or exhibits, the latter shall prevail.

1. General Terms of the Agreement

- 1.1. This Agreement will bind the Company and the Affiliate on the day of approval of the Affiliate by the Company and will continue unless and/or until terminated according to clause 8 herein.
- 1.2. The Agreement and all Schedules and Policies (e.g. Marketing Policy) constitute the entire Agreement between the Parties and will supersede and replace all prior arrangements, in written form, between the Parties.
- 1.3. Each Party acknowledges that, in entering into this Agreement, they do not rely on any representation, warranty or another term not forming part of the Agreement.
- 1.4. The Affiliate shall under no circumstances present itself as being operated and/or representing and/or being the agent and/or employee of the Company. The relationship between the Company and the Affiliate shall be that of independent parties. To that extent, it shall not use the Company's name in a way as to give to the public and/or the regulator the impression of the above. The Affiliate shall refrain from using the Company's name or the Company's brands' name in communication with the potential

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clients such as in email communication in a way that it appears that the communication is being sent by the Company and/or on behalf of the Company.

- 1.4.1. Example do not use terms as Partner, Advisor, but use the term Affiliate.
- 1.5. This Agreement sets out the obligations of the Affiliate (as defined below) in acting, on the basis and within the terms and limits of this Agreement, for the Company. These obligations include indicatively:
 - 1.5.1. that the Affiliate adheres to Company's Marketing Policy at all times; and
 - 1.5.2. the limits and restrictions set on the Business Affiliate in executing the activities envisaged herein. Specifically, the Business Affiliate is prohibited from offering any form of investment advice to clients or from managing or operating any trading account of, or for, any client or from receiving any funds from any client for whatever purpose. The Business Affiliate is further prohibited from attracting clients via private communication, i.e. private messages in social networks or messengers, personal emails, phone calls or face-to-face communication.
 - 1.5.3. the Affiliate must avoid at all times being in any conflict of interest with any actual or prospective client of the Company.
- 1.6. It is agreed and understood by both parties that the Company has the absolute right, after giving to the Affiliate prior notice, to change the terms of this Agreement. It is noted that any changes to this Agreement are subject to prior approval from the Affiliate.

2. Electronic Signature and Affiliate Acceptance of Agreements

- 2.1. The Affiliate hereby acknowledges that the following actions show his approval of this Agreement and agrees to all the terms and conditions set out in this Agreement:
 - a) By completing and/or submitting and/or accepting the Affiliates Registration Form;
 - b) By continuing to access or use the Company's website and material provided
 - c) By identifying suitable opportunities for the Company and mediating for the generation of leads, with ultimate aim to refer Prospective Clients to the Company directly and through the Company's Main Website(s) in line with the requirements and/or terms and conditions of this Agreement; and/or
 - d) By accepting any commissions and/or payments from the Company or any of its Clients for the act of mediating.

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- 2.2. Any agreement between the Company and its Clients and the procedure to be followed under it, is governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 of the Republic of Cyprus implementing the EU Directive 2002/65/EC and all subsequent amendments to these under which the Agreement need not be signed and the Agreement has the same legal effect and establishes the same rights and duties and responsibilities as a printed agreement signed between both Parties.
- 2.3. By accepting this current agreement, the Affiliate confirms that they are able to receive information, including amendments to the present agreement either via email or through the Website. You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts and electronic delivery of notices, policies shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirements that a communication should be 'signed' and 'in writing'.

3. Affiliate Participation Conditions

- 3.1. The Affiliate hereto represents that he or she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his or her obligations under this Agreement and the relevant Schedules and Policies (e.g. Marketing Policy), without the approval or consent of any other party and/or confirms that he or she is qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 3.2. If the Affiliate is a company or a legal entity, then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this Agreement.
- 3.3. The Company will evaluate the Affiliate's application in good faith and will notify the Affiliate of Company's acceptance or rejection in a timely manner. If the Affiliate's application is rejected, for any reason, the Affiliate may reapply only once the Affiliate has rectified the issues which lead to his or her rejection.
- 3.4. Once the Affiliate registers, provides his e-mail address and creates password, the Affiliate will be granted access to his/her secure Affiliate Panel. From this site the

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- Affiliate will be able to access information with regards to the Affiliate's performance and commissions.
- 3.5. The Affiliate must provide to The Company sufficient proof of identity documentation, as these may be requested from time to time.
 - 3.6. The Affiliate must provide true and complete information to The Company, as these may be requested from time to time, about the Affiliate and/or his/her activities and/or his/her blog and/or his/her website and/or his/her social media profile and/or any other information directly and/or indirectly related to the terms of the present Agreement and notify The Company promptly in case of any changes.
 - 3.7. The Affiliate must provide to The Company sufficient proof of ownership of their blog and/or website and/or social media profile as these may be requested from time to time.
 - 3.8. The Affiliate acknowledges that he/she is aware of the contents and understands the Company and/or Company's Marketing, Compliance and Anti Money Laundering Policies, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.
 - 3.9. The Affiliate shall always maintain in force all necessary registrations, authorisations, consents and licences to be enabled to fulfil his or her obligations under this Agreement and fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Affiliate or to the jurisdiction in which the Affiliate is resident or carry on business.
 - 3.10. Whenever requested, the Affiliate will supply details and evidence of its status and business and of the licensing and/or authorisation requirements applicable to the Affiliate's activities at The Company' and/or the Company' request.
 - 3.11. The Affiliate hereby confirms and understands that he/she shall not be entitled to receive any type of compensation when this is linked to his/her personal/own trading activity with the Company.
 - 3.12. To promote and market the Company's Products & Services the Affiliate shall use the Promotional Material.
 - 3.13. To perform the services described in this Agreement, the Affiliate shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said services.

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- 3.14. The Company holds the right to monitor the Affiliate's site and/or any site associated with the Affiliate as deemed necessary to make sure that it is up-to-date and to notify the Affiliate of any changes that The Company consider that could enhance his/her performance, instructions which the Affiliate is obliged to follow and/or comply with.
- 3.15. Any promotional material developed or created by the Company and placed or used by the Affiliate, is owned by the Company and, except for the purpose of this Agreement, must not be used by the Affiliate solely or in conjunction with any third party, without the prior written consent of the Company. The Company reserve the right, at any time, to review the Affiliate's placement of promotional material for the purpose of the present Agreement and approve its use of the Affiliate's Links. Further, The Company may require that the Affiliate changes the placement or use of such promotional material in order to comply with applicable Company requirements.
- 3.16. Throughout the period that this Agreement shall be in force, the Affiliate undertakes the responsibility to act in good faith at all times and must not make any false and/or misleading representations or statements with respect to The Company and/or the Affiliate Program and/or Stratton Markets and/or Stratton Markets Products and/or the Services provided and/or engage in any other practice which may affect adversely the image, credibility or the reputation of the Company and/or Stratton Markets.
- 3.17. The Affiliate undertakes the strict responsibility not to take and/or assist and/or cause due to any act or omission the association directly and/or indirectly the Company and/or Stratton Markets and/or their Services and/or Stratton Markets Products and/or including but not limited to, using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; or violates any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about the Company or Stratton Markets activities and business; or contains software downloads that potentially enable diversions of commission from other affiliates in this Affiliate Program.
- 3.18. Without prejudice to the foregoing, The Company will not be responsible and the Affiliate will bear sole responsibility for his or her unlawful and/or illegal acts and/or omissions, including but not limited to the use of another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.
- 3.19. The Company reserve the right at its absolute discretion to terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or detach a Trader from the Affiliate and/or to cancel all orders and annul all profits and/or remove and deduct any

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Promotional Material which might be offered from time to time from the Affiliate's account and/or the Trader's account, should the Affiliate and/or any of the Traders commit and/or The Company suspect any fraud in the use of and/or abuse of the Company' Affiliate Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach the conditions set out in Appendix A and The Company shall not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

- 3.20. The Affiliate must not transmit to or in any way, whether directly or indirectly, expose The Company website, content, platform and any other of the Company Property to any computer virus or other similarly harmful or malicious material, virus or device.
- 3.21. The Affiliate must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles the Company website and/or the Stratton Markets website and/or leads customers to believe the Affiliate is The Company or any other affiliated business.
- 3.22. The Affiliate shall promptly inform the Company of any information or acts of a third party that has become known to the Affiliate that could potentially harm the Company and/or Stratton Markets and/or Stratton Markets Products & Services and/or their reputation in any way and manner.
- 3.23. The Affiliate cannot use or register a domain name or keywords, search terms or other identifiers for his/her activities with the name of F1Markets, Stratton Markets or similar or which may cause confusion without the prior written consent of the Company or The Company.
- 3.24. The Affiliate hereby acknowledges and understands that he/she shall not introduce to the Company and the Company prospective clients and/or traders from jurisdictions to which the Company do not offer services. The Company can only provide services to the following countries: Austria, Bulgaria, Croatia, Cyprus (Republic of), Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxemburg, Malta, Netherlands, Norway, Portugal, Romania, Slovakia, Slovenia, Sweden, Switzerland, and United Kingdom. Please note that the Company does not market in Belgium, France, and Poland. As such, the Affiliate hereby consents and accepts that he/she will not be entitled to compensation in the circumstances where such prospective clients and/or traders are introduced from the above-mentioned jurisdictions.

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- 3.25. The Affiliate is under an obligation to comply with the terms, conditions, guidelines and policies of any third party service providers used by the Affiliate in connection with the promotion and/or marketing of the Banner(s) and/or Text Link(s), including but not limited to, email marketing providers, social networking services and ad networks.
- 3.26. The Affiliate hereby recognises his obligation not to: (i) allow any third party to use its Affiliate Account, password or identity to access or use the Affiliate Program through its account; and (ii) reveal its account username or password to any person and it shall take all steps to ensure that such details are not revealed to any person. The Affiliate is under an obligation to inform the Company immediately if it suspects that its account is being misused by a third party and/or any third party has access to its account username or password.
- 3.27. Subject to the provision in clause 3.26, the Affiliate is fully responsible for any activities undertaken on its account by a third party. The Company shall not be held accountable for any activities undertaken on the Affiliate's account by a third party or for any damages that may arise therefrom.

4. Additional Terms of Participation in the Program

4.1. Marketing Materials.

- 4.1.1. Affiliate's marketing material shall comply with the guidelines under Marketing Policy 1 of this Agreement and the restrictions set forth in Section 4.2 herein.
- 4.1.2. Prior to the Affiliate's use or amendment of any Marketing Material, the Affiliate shall submit a sample to the Company for review and approval. Affiliates shall not be allowed to alter any of the Marketing Material provided by the Company. The Marketing Material may be used by the Affiliate only upon receiving the explicit written approval by the Company, which may be denied at the Company's sole and exclusive discretion. In the event such approval is granted, the Affiliate agrees and hereby does assign and transfer to the Company, its successors, assignees, or nominees, all of Affiliate's right, title and interest to the materials created and made by (or for) the Affiliate.
- 4.1.3. In the event that the Affiliate makes use of any Marketing Material not approved by the Company, the Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative, and immediately block Affiliate's access to the Program and deny any Affiliate Fee, with no

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compensation to Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

- 4.2. Restrictions. All Affiliate activities must be professional, proper and in full compliance with applicable laws, including, with limitation, the CySEC Rules and the Affiliate will be solely responsible for the content and manner of its activities. An Affiliate and its website, to the extent the Affiliate operates through a website, may not be engaged, directly or indirectly, in conduct that the Company, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Site(s) or detrimental to other users of the Site(s), including without limitation, directly or indirectly:
 - 4.2.1. operation of an illegal business, site or subscription email list;
 - 4.2.2. engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website or in the Affiliate's subscription emails or offering any illegal good or service through the Affiliate's website or subscription emails;
 - 4.2.3. operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so;
 - 4.2.4. engaging in indiscriminate or unsolicited commercial advertising emails;
 - 4.2.5. placing links to any of the Sites in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources;
 - 4.2.6. causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies Company may have in law, equity or otherwise);
 - 4.2.7. establishing or causing to be established, without the prior written consent of an authorized officer of Company, any promotion that provides any rewards, points or compensation for and any other activity that Company deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Site(s);
 - 4.2.8. diluting, blurring or tarnishing the value of Trademarks;

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- 4.2.9. unauthorized use of any third party's intellectual property (including, but not limited to, trademarks); or
 - 4.2.10. offer any trader, whether directly or indirectly, any kind of rake back deal;
 - 4.2.11. completing any account opening questionnaire on behalf of any potential Traders or Qualified Traders.
 - 4.2.12. The Company shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URLs assigned to such Affiliate violating the restriction herein as inoperative, and immediately block the Affiliate's access to the Program, with no compensation to such Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.
- 4.3. **Age:**
- 4.3.1. In order to participate in the Program, Affiliate must be of 18 years or older.
 - 4.3.2. Affiliate may not actively target marketing to any persons who is under the age of 18 years old, or under the age of majority in the territory where the Affiliate is operating, if older.
- 4.4. **Forbidden Countries:**
- 4.4.1. Affiliate may only target marketing to citizens or residents of the countries outlined under point 3.24 above
 - 4.4.2. Any Affiliate interested in target marketing to a person who is a citizen or resident of any country not listed herein must receive the Company's prior written approval.
- 4.5. **Representations and Warranties.** The Affiliate represents and warrants the following:
- 4.5.1. That it is independent of the Company and its subsidiaries and shall have no authority to bind the Company and its subsidiaries in any way unless specifically contemplated herein or agreed between the parties in writing;
 - 4.5.2. It will not make any representation or statement or warranty concerning the Company and its subsidiaries except as authorised by the Company or as provided in this Agreement;
 - 4.5.3. It shall not make any misrepresentations regarding the Company and its subsidiaries, their services and licenses;

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- 4.5.4. It shall not in any way represent that the Company and its subsidiaries guarantee or will guarantee their client against loss when receiving services from the Company or its subsidiaries;
 - 4.5.5. It shall not be placing orders on behalf of the Company's subsidiaries Clients;
 - 4.5.6. It shall not accept nor hold any Client Money;
 - 4.5.7. It is not in any way prohibited from acting as Affiliates;
 - 4.5.8. It shall disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on the Affiliate's ability to provide the services hereunder in accordance with applicable laws, including, with limitation, the CySEC Rules,
 - 4.5.9. It shall, upon receiving a reasonable written notice by the Company at its request, cooperate with CySEC and any other relevant regulator in relation to the matters covered by this Agreement.
- 4.6. **The Affiliate undertakes to:**
- 4.6.1. Follow Company's Marketing Communication Guidelines as provided in the Marketing Policy provided on the website.
 - 4.6.2. Notify the Company of any changes to their personal and/or financial information by sending an email to smcompliancereview@strattonmarkets.com.
 - 4.6.3. Provide true and accurate data.
 - 4.6.4. Clearly identify his web-site/blog for the visitor as an unofficial web-site of the F1Markets company. This is to be clearly indicated on the first screen of the home page in a font that is not smaller than the main font of the page.
 - 4.6.5. Use only the promotional materials approved by the Company; regularly update them or replace with up to date ones upon request of representatives of the affiliate program.
 - 4.6.6. Use a warning about risks in case of describing potential profit to the client. A risk warning should be in bold, not obscured by its colour or tried to be hidden among pictures – a risk warning should be clearly legible to all clients and draw a reader's eye to it. Moreover, a risk warning should be located not lower than legal/contact information.
 - 4.6.7. Equally describe advantages and drawbacks of the financial instrument.

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- 4.6.8. Not give guarantees or make promises on behalf of the Company.
- 4.6.9. Indicate Company's licenses exclusively as a fact, rather than in terms of approval of the Company's activity.
- 4.6.10. In case of comparison with another service/broker to use only true information and indicate reliable sources.
- 4.6.11. In case of demonstration of behavior of one of the assets and trading with it, indicate precise time of such behavior and clearly define that that information belongs to the past and may not bring the same results in present or future.
- 4.6.12. In case of using any information for forecasting future behavior of financial instruments base exclusively on verified information and warn users about the fact that such forecasts are not a reliable indicator and not a guarantee of profit.
- 4.6.13. Produce marketing materials and information designed for users from the EU in compliance with requirements of the Cyprus regulator CySEC.
- 4.6.14. To comply with regulation if the respective representative of the Company in relation to the content of marketing materials and information;
- 4.6.15. Free the Company of responsibility and/or sanctions applicable to the Company in relation to the failure of the Affiliate to fulfill his tax obligations.
- 4.6.16. Not use any tactics that would encourage a prospective client to deposit or trade more than they plan to deposit or trade once the account is opened, in cases when an Affiliate has contact with prospective clients before opening an account. Any identification by the Company of the use of aggressive marketing by Affiliates may provide cause for closure of that Affiliate's account.
- 4.6.17. **Affiliate Network Campaigns:**
 - 4.6.17.1.** If you maintain, operate or own an affiliate network (the "Network") you agree that if you place the Links on such Network for access and use by third parties of the Network (each a "Third Party Affiliate") the Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. The Affiliate agrees to maintain its Network according to the highest industry standards. In addition, the Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing. The Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links.

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4.6.17.2. The Affiliate shall promptly terminate any Third Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either we or the Affiliate suspects any wrongdoing by a Third Party Affiliate, the Affiliate shall promptly disclose to us the identity and contact information of such Third Party Affiliate. The Affiliate shall promptly prevent any Third Party Affiliate from using the Links upon written notice from us.

4.6.17.3. The Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate and/or for any breach of the terms of this Agreement by the Third Party Affiliate that if done by the Affiliate would be a breach of the terms of this Agreement.

5. Affiliate Acceptance Procedure

- 5.1. The Prospective Affiliate acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept the Prospective Affiliate as its Affiliate. The Company has the right to decline and/or refuse to accept a Prospective Affiliate as its Affiliate, if it reasonably believes that the Prospective Affiliate might pose a risk to the Company and/or if accepting such a Prospective Affiliate shall be against the Company's Policies and procedures. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Affiliate as its Affiliate.
- 5.2. In order to register an account, the Affiliate must complete the registration form; as provided by the Company; and accept the Terms of this Agreement and Company's Marketing Policy and provide the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Affiliate confirming that he has been successfully accepted as an Affiliate of the Company.
- 5.3. Where the Affiliate is Natural Person, the Affiliate needs to provide colored scanned copies of an identity document and an address verification document to email: smcompliancereview@strattonmarkets.com. ID Documents include: Passport, National ID card and Driving License. Address verification documents include: Utility Bill (electricity, gas, water, phone, oil, Internet and/or cable TV connections), a Bank Statement or current local authority tax bill. Address verification documents must be dated within the last 6 months. In case of non-provision of these documents the Company reserves the right to suspend payments to the Affiliate until provision of necessary documents.

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- 5.4. Where the Affiliate is a legal entity, it should provide colored scanned copies of the Corporate documents to email: smcompliancereview@strattonmarkets.com. Corporate documents include the following:
1. certificate of incorporation;
 2. certificate of shareholders;
 3. certificate of directors;
 4. certificate of good standing (only applicable to corporations established more than 12 months ago);
 5. a recent certificate of incumbency / company registration form listing data under (1, 2, 3 and 4) can be accepted instead of the above;
- 5.5. In case of non-provision of these documents the Company also reserves the right to suspend payments to the Affiliate until provision of necessary documents.
- 5.6. The Affiliate acknowledges and understands that the Company has the right to refuse to activate an account until all due diligence procedures have been completed by the prospective Affiliate. The Prospective Affiliate shall not yet be considered as an Affiliate of the Company if all internal Company checks, including without limitation to anti-money laundering checks have been satisfied. The Affiliate acknowledges and understands that the Company may request additional due diligence documents for further clarification.
- 5.7. The Company has the right to request additional documentation and/or information from the Affiliate at any time throughout the term of this Agreement and/or the business relationship with the Affiliate. Should the Affiliate not provide such additional documentation and/or information, the Company shall take all necessary actions to collect the missing data and information, the soonest possible, in order to complete the Affiliate's profile.
- 5.8. A prospective Affiliate shall not be accepted as an Affiliate of the Company by default if:
- 5.8.1. He fails or refuses to submit the requisite data and information for the verification of his identity and the creation of his economic profile, without providing sufficient justification; and/or
 - 5.8.2. He does not complete the registration form.

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5.8.3. He does not accept the Terms and Conditions of the Company's Agreement, the Schedules and Policies (e.g. Marketing Policy) forming part of the Agreement and the applicable Company Policies.

6. Compensation

6.1. Compensation Plan: Subject to any applicable regulation, the Applicant will be offered with a suitable Compensation Plan, determined by the Company, at its sole discretion.

6.2. The Affiliate will be entitled to a payment from the Firm if this contract and all the criteria within it is upheld.

6.3 Payout Types

6.3.1. CPA - All accrued payment will be paid monthly in arrears to the Affiliate's account with Stratton Markets.

6.3.2. CPL - Fifty-percent (50%) will be paid on the commencement of the agreement, with the balance (50%) being paid when the quota has been fulfilled.

6.3.3. It is agreed and understood by both parties that the Firm will have the absolute right, after giving to the Affiliate one month's notice to change the payment described in Schedule 1 of the present, for reasons concerning the market spread and/or changes on the Company's pricing policy in general.

6.3.4. In the event that the Affiliate is in breach of this agreement, the Firm shall be entitled, without prejudice to any other remedies that may be available, to withhold payment of part or all the Commission until such time as the breach has been remedied. The Firm however is obligated to immediately upon such a breach inform the Affiliate in writing, providing 10 (ten) days for such breach to be remedied. It is understood that the Firm's right to withhold commissions is independent of its obligation to notify Affiliate of the breach.

6.4. The Company reserves the right, at its sole and absolute discretion, to change, modify, add or remove, any Compensation Plan at any time and at its sole and absolute discretion, by sending such Affiliate a notice to such effect by e-mail. In the event Affiliate does not agree to such change, it shall notify the Company by return e-mail within three (3) days of receiving such notice from the Company, and the Agreement shall terminate immediately. In the event Affiliate does not notify the Company within three (3) days from the notice, it shall be deemed as an approval by the Affiliate to such change in the Compensation Plan.

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6.5. In addition to any other terms and conditions set forth anywhere in this Agreement or under applicable law, the Affiliate shall not be entitled to receive any Affiliate Commission for any Introduced Client unless and until such Introduced Client has been approved and qualified by the Group as a Qualified Trader.

6.6. Subject to any limitations provided under this Agreement, the Company will be responsible for the payment of any Affiliate Commission earned by the Affiliate in a calendar month, provided that the Affiliate's account balance exceeds EUR100. If the Affiliate's account possesses a balance of less than EUR100, the Company shall be entitled to carry forward and set off such negative amount against all future Commissions, which would otherwise be payable to the Affiliate, until the negative balance is set off in full. The Company reserves the right to charge back to the Affiliate's account any previously paid Affiliate Commission based on Qualified Traders that is later determined by the Company as not constituting to Qualified Traders.

6.7. Following the end of every calendar month, the Company shall inform the Affiliate of the Affiliate Commission payable to it with respect to the previous month and subject to its compliance with the terms of this Agreement the Company shall remit payment of the Affiliate Commission to the Affiliate against a duly issued tax invoice.

6.8. All determinations of Qualified Traders and Affiliate Commissions shall be made by the Group at its sole discretion. In the event that the Affiliate disputes in good faith any portion of the Affiliate Commission to be paid, the Affiliate must submit such dispute to the Company in writing by email and in sufficient detail within five business (5) days of the date the email in section 6.7 was received. If the Affiliate does not dispute the Affiliate Commission within such period, then the Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that the Parties are unable to resolve such payment within five business (5) days of the commencement of the Company's receipt of notice of the dispute, then the Company's determinations of the Qualified Traders and the Affiliate Commission shall govern in such dispute.

6.9. Without derogating from the rights of the Company under this Agreement and/or by law, if the Affiliate has an outstanding balance due to the Company under any other agreement between the Affiliate and the Company, whether or not related to the Affiliate Program, the Affiliate agrees that the Company may offset any such amounts due to the Company or any from amounts payable to the Affiliate under this Agreement.

6.10. Payments of Affiliate Commission shall be made directly to the Affiliate as per its preferred payment method and to the account detailed by it during the application/registration process (the "Payment Account"). It is the Affiliate's responsibility to ensure that the details

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provided by it are both accurate and complete. The Company will have no obligation whatsoever to verify the accuracy and completeness of such details.

6.11. If such Payment Account details are incorrect or incomplete or the Affiliate has failed to update its details and as a result its Affiliate Commission is paid to an incorrect Payment Account, the Group shall no longer be liable to the Affiliate for any such Affiliate Commission. Should the Company not be able to transfer any Affiliate Commission payment for three (3) consecutive months as a result of any incomplete or incorrect details of the Affiliate's Payment Account or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Affiliate Commission payments and will no longer be liable to pay such Affiliate Commission.

6.12. The Company shall be entitled to set-off from the amount of the Affiliate Commission to be paid to the Affiliate any associated costs of the transfer of such Affiliate Commission.

6.13. If the Affiliate Commission generated in any calendar month is less than \$100 (the "Threshold Sum"), we shall not be obliged to pay such amount until the Affiliate Commission generated in aggregate is greater than the Threshold Sum.

6.14. The Company reserves the right to reduce the Affiliate Commission relating to a specific Site in the event that it did not introduce any Qualified Traders on such Site or through the account associated with such Site, in three (3) consecutive calendar months.

6.15. If an error is made in the calculation of the Affiliate Commission, the Company reserves the right to correct such calculation at any time and to reclaim from the Affiliate any overpayment made by the Company to the Affiliate (including, without limitation, by way of reducing future Affiliate Commission which might otherwise be due to the Affiliate from the Company, from time to time).

6.16. The Company reserves the right to reduce the Affiliate Commission pursuant to any reason described in this Agreement.

6.17. The Group reserves the right, at its own discretion, to immediately cease any or all marketing efforts in certain jurisdictions and will not be liable to pay the Affiliate any Affiliate Commission which has accrued to the Affiliate's benefit that is attributable to such jurisdictions, without notice to the Affiliate.

6.18. Without prejudice to the foregoing, the Company has the right not to pay to the Affiliate the compensation as per Schedule 1 and/or annul any accrued payout and/or amend the terms of Schedule 1 and/or the terms of the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:

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6.18.1. The Company is of the reasonable opinion that any of the transactions entered into or executed by the Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Affiliate (often referred to as “churning”); or

6.18.2. Some form of abuse or market abuse or market manipulation may have taken place; or

6.18.3. The Affiliate is found in breach of any terms of this Agreement.

6.19. Removal/Transfer of Traders:

6.19.1. Whereas a Trader has communicated to the Company that he/she wishes to be removed and/or transferred and/or unlinked from an Affiliate, the Company shall, from the date of that communication, cease paying the Affiliate any compensation and the Affiliate shall have no further rights in respect of the unlinked Trader. Under no circumstances shall the Company be liable for any consequences of any such removal from an Affiliate and/or transfer to another Affiliate.

6.19.2. Any indication or suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Trader(s) between Affiliates, shall entitle the Company, to take any action they deem fit and proper in their sole and absolute discretion, including but not limited to the annulment of any compensation and/or termination of this Agreement.

7. Written Notice

- 7.1. Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means: (a) email; (b) published on the Company’s site or within the Affiliate Panel.
- 7.2. Affiliate warrants herein that all contact information disclosed to the Company in accordance with this Agreement shall be true, correct and accurate. Any attempt by the Company to contact the Affiliate unsuccessfully due to incorrect communication data provided (e.g. postal address, email address or fax numbers) by the Affiliate, shall result to the immediate suspension and/or termination of the Agreement.
- 7.3. Any such Written Notice will be deemed to have been served: (a) if sent by email, within one hour after emailing it; (b) if posted on the Company’s website or within the Affiliate Panel, within one hour after it has been posted.

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- 7.4. For the purposes of this clause, “business hours” mean between 11:00 and 19:00 GMT on a Business Day (Monday - Friday).

8. Amendment and termination

- 8.1. The Affiliate acknowledges that the Company has the right to unilaterally modify the terms of this Agreement, Addendum and/or Schedules or Policies at any time and at its sole discretion, giving to the Affiliate at least 3(three) Business Days Written Notice and/or by posting the modification on the Company’s website and the Affiliate shall have an option to terminate the present Agreement by giving notice in writing.
- 8.2. The Affiliate may terminate this Agreement with immediate effect by giving Written Notice to the Company as per clause 7 above herein.
- 8.3. The Company may terminate this Agreement with immediate effect by giving Written Notice to the Affiliate.
- 8.4. Upon termination of the Agreement, the Affiliate is obliged to return to the Company the promotional marketing giveaways and/or the Affiliate shall withdraw such Promotional Material upon termination of the said Agreement.
- 8.5. Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

9. Limitations of liability and indemnity

- 9.1. The Company will not be liable to the Affiliate with respect to any subject matter of this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if the Company have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall Company’s cumulative liability to the Affiliate arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to the Affiliate under this Agreement.

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- 9.2. The Company makes no express or implied representations or warranties regarding the Company's service and website or the products or services provided therein, any implied warranties of the Company's ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, the Company makes no representation that the operation of the Company website or the Company's website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.
- 9.3. The Affiliate hereby agrees to indemnify and hold harmless the Company and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement and/or are based on any claim of the Company Partners' use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein, or (iii) any claim related to the Affiliate's site, including, without limitation, content therein not attributable to the Company.

10. Personal data and recording of telephone calls

- 10.1. The Company may use, store or otherwise process personal information provided by the Affiliate.
- 10.2. By entering into this Agreement, the Affiliate hereby consents to the transmittal and/or processing of the Affiliate's personal data within and/or outside the European Economic Area.
- 10.3. The Affiliate agrees that the Company may pass information about the Affiliate which the Affiliate has provided to the Company and/or to third parties in order to assist the Company to process and/or analyze the relevant information as a part of fulfilling the Company's obligations under this Agreement. Should the Affiliate be unwilling for the Company to transmit and/or process his/her personal data and/or his/her personal data to be used for such purposes, the Affiliate shall give the Company Written Notice as per clause 7 above herein.

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- 10.4. Such personal data may also be used for marketing purposes, or to conduct research for the Company or other companies in its group that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate shall give the Company a Written Notice.
- 10.5. Telephone conversations between the Affiliate and the Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

11. Consent to direct contact

- 11.1. The Affiliate expressly invites the Company, for the purposes of administering the terms of this Agreement or otherwise marketing financial services and products, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.
- 11.2. The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

12. Confidentiality

- 12.1. The Affiliate acknowledges and except as otherwise provided in this Agreement, agrees that all information, including, without limitation, business and financial information, customer and vendor lists, introduced Clients' lists and pricing and sales information, concerning the Company and/or the Group which is made available to the Affiliate as a result of its participation in the Affiliate Program belongs to the Company and/or the Group and the Affiliate undertakes the obligation to keep all such information strictly confidential and secret and it shall not disclose such information to any third party nor utilize such information, directly or indirectly, for any purpose other than for its participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than the Affiliate Program. The Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that in any way resembles or competes with the Affiliate Program, or assist another party to do the same.

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- 12.2. The Affiliate acknowledges and agrees that Company is entitled to disclose any of the Affiliate's information and/or identity, in the event that such information is required by any regulatory authority or law.

13. Proprietary Rights

- 13.1. The Company grants to the Affiliate, for the duration of this Agreement, a nonexclusive, non-transferable, revocable right to access the Company site through the Link solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Link, and it will extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising Company Products & Services.
- 13.2. It is hereto understood that the Affiliate shall not modify or change the Link or Promotional Materials or any other materials provided by the Company howsoever.
- 13.3. The Affiliate shall not use any Company's Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to the Company.
- 13.4. The Company reserve all of their rights in the materials provided and all of its other proprietary rights.
- 13.5. The Company shall be entitled to revoke this license to use the Link or the Promotional Materials at any time and at its sole discretion.
- 13.6. Any inappropriate use of the Link, text, banners or other advertisements not expressly approved of in writing or provided by the Company may cause immediate termination of this Agreement.
- 13.7. In the event of termination of this Agreement for any reason, the Affiliate will promptly surrender, and deliver to the Company any proprietary and/or Promotional Materials.
- 13.8. The Affiliate agrees to indemnify the Company and keep the indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services supplied by the Affiliate to the Company during the course of this Agreement.

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14. Force Majeure

- 14.1. The Company shall not be liable for the non-performance or improper performance of its obligations under this Agreement, if the Company is prevented from or unable to do so due to a Force Majeure event, including, without limitation any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labor disputes not including disputes involving the Company's workforce; discontinuance or suspension of the operation of any Market; failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in the Underlying Asset / Market as well as any other event, act and/or circumstances that will have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the Company's reasonable control, and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to prevent.
- 14.2. If the Company determine in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as the Company deem to be reasonably appropriate in these circumstances.

15. Governing Law and Jurisdiction

- 15.1. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of Cyprus.
- 15.2. In the event of any dispute, disagreement, or claim in connection with this Agreement or its violation, termination, or invalidity, the Parties shall first use their reasonable best endeavors to consult and negotiate with each other, in good faith and, recognizing their mutual interests, to amicably resolve any dispute or controversy arising directly out of this Agreement. Where each Party agrees, the Parties will seek to resolve the dispute through mediation. In the event of the dispute, which cannot be resolved by the between the Parties, themselves, or if they do not agree to proceed through mediation,

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either Party shall proceed to resolve the said dispute to the exclusive jurisdiction of the Courts of the Republic of Cyprus.

15.3. Claims in respect of lost profit shall not be considered.

16. Dispute Resolution

16.1. The parties further agree that they will use the following procedure to identify and resolve Disputes between them:

16.1.1. either party may identify a Dispute by sending a Dispute Notice to the other party as per clause 7 above herein;

16.1.2. on or following the Dispute Date, the parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or the parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute; and (c) with respect to any Dispute that is not resolved within five Joint Business Days of the Dispute Date, refer issues internally to appropriately senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under (b) immediately above (including actions under any Agreed Process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any Agreed Process).

17. Miscellaneous

17.1. In the event that a situation arises that is not covered under this Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

17.2. No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by the Company shall constitute a waiver by The Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.

17.3. Any liability of the Affiliate to The Company under this Agreement may in whole or in part be released, compounded, compromised or postponed by The Company in their absolute discretion without affecting any rights in respect of that or any liability not so

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waived, released, compounded, compromised or postponed. A waiver by The Company of a breach of any of the terms of this Agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of this Agreement or a default under these terms will not prevent The Company from subsequently requiring compliance with the waived obligation.

- 17.4. The rights and remedies provided to the Company under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 17.5. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and the Company.
- 17.6. The Affiliate will not represent itself as agent of the Company and the Affiliate will have no authority or power to bind the Company or to contract in the name of or create a liability against any of these.
- 17.7. The Affiliate agrees to inform the Company about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.
- 17.8. The Company may assign the benefit and burden of this Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect 5 (five) Business Days following the day the Affiliate is deemed to have received Written Notice of the assignment in accordance with this Agreement.
- 17.9. The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.
- 17.10. If any term of this Agreement (or any part of the term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
- 17.11. No variations of this Agreement are effective unless made in writing, signed by both Parties or their authorized agents.
- 17.12. This Agreement and any Addendums, Appendices, Schedules, and Policies referred to in it, constitute the entire agreement between Parties and supersede all other agreements

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or arrangements, whether written or oral, express or implied, between Parties or either of them.

17.13. The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

17.14. Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

Schedule 1

COMPENSATION TERMS

The following are General Compensation Terms and shall apply to all Affiliate Agreements. Individual Affiliates can determine the specific compensation terms under the Insertion Orders (IO) with the Company.

CPA Terms:

Compensation Terms between F1Markets Ltd and the Affiliate:

1. The affiliate will receive an amount per client he/ she refers to us, as agreed in the Insertion Order with the Affiliate, if the following criteria are met:

The affiliate provides a sample of Clients (hereinafter called the "Traders"), as agreed in the Insertion Order.

If the affiliate is requesting a prepayment for their services, the Insertion Order shall provide the specific time frame of the delivering the prepaid Clients which needs to be fulfilled according to the Insertion Order with the Affiliate.

Each and every one of the traders make a minimum deposit, as agreed in the Insertion Order.

Each and every one of the ten traders passes all the regulatory Know Your Client (KYC) procedures.

Each and every one of the ten traders trades a minimum lots, as agreed in the Insertion Order.

Stratton Markets is able to contact at least eighty percent (60%) of the traders (sent to us via the affiliate) via telephone.

At least twenty percent (20%) of the traders (sent to us via the affiliate) need to make a

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second deposit that matches at least 50% of their original deposit.

Example:

Client makes FTD of \$500. The second deposit should be \$250.

If we notice any of the traders (sent to us by the affiliate) hedging against each other, or even on the same account, we reserve the right to not pay out commission to the affiliate.

We reserve the right to cancel this agreement if we notice that arbitrage, or any other underhanded tactics from the traders has taken place.

2. The Affiliate agrees to follow paragraph 3.24. of the Company's Terms and Conditions when promoting the Company outside Cyprus

CPL Terms:

1. The Affiliate will receive an amount for referring a specific number of leads, as agreed in the Insertion Order with the Affiliate. The Affiliate adheres to the criteria below. If the Affiliate does not adhere to the terms below, the Firm is within its rights to claim a full refund from the Affiliate. Here is the criteria the Affiliate agrees to:

The Affiliate will replace any leads (that are registered and sent to us) that are unqualified, which includes the following:

- i. Leads that are under the age eighteen (18)
 - ii. Duplicate leads
 - iii. Leads that are already present in our CRM
 - iv. Leads that do not include the correct telephone/ mobile number
 - v. Leads that do not include the correct details of the registered person
2. The Affiliate will be suspended and will issue the Firm with a full refund if the Affiliate does any of the following:
 - a) Uses inappropriate advertisements that make false claims
 - b) Does not add the relevant risk warnings to the ads or content, e.g. "Your capital is at risk", "Trading Forex, Cryptocurrencies & CFDs is risky"

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- c) Uses “Make Money Online” (MMO) tactics
 - d) Adds misleading hyperlinks that send the user to sites that contain or promote illegal activities
 - e) Offers rebates
 - f) Offers coupons
 - g) Uses self-referrals
 - h) Carries out any fraudulent transactions
 - i) Any activities that we suspect amount to Affiliate Fraud
 - j) Uses any advertising or marketing material that has not been approved by the Firm.
3. The Affiliate agrees to follow paragraph 3.24. of the Company’s Terms and Conditions when promoting the Company outside Cyprus.