



AMEGA

Affiliate Agreement

Effective July 05, 2022

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Amega Markets LLC (hereinafter referred to as the **Company**) on the one hand and a natural person who has opted to become an Affiliate of the Company (hereinafter referred to as the **Affiliate**) on the other hand, shall be collectively referred to as the **Parties**. The Parties have entered into this Affiliate Agreement (hereinafter referred to as the **Agreement**) which stipulates the rules for the referral (hereinafter referred to as the **Customer**) by the Affiliate.

General provisions

The Company and the Affiliate undertake coordinated obligations directly connected with attraction of Customers to the Company and conclusion of trading transactions with Customers involving the instruments offered by the Company in the manner and under the conditions specified in the Agreement.

The Affiliate assumes the rights and obligations set forth in this Agreement to seek and attract Customers, as well as other rights and obligations under this Agreement. Fulfilling the commission pursuant to this Agreement, the Affiliate shall act on its behalf and at his own expense to attract Customers to the Company.

The Affiliate acknowledges that this Agreement is not an agency contract.

The Affiliate unconditionally acknowledges that all the Customers referred by him are the Customers of the Company.

The governing language of this Agreement is English. For convenience of the affiliates, the Company may provide a translation of the Agreement into other languages. In this event, the purpose of the translation is for information only.

Customer identification

When registering, the Affiliate is required to provide reliable data.

The Company has the right to require confirmation of any information provided during registration in the affiliate program. For this purpose, the Company may at any time require the Affiliate to provide an electronic passport copy or a copy certified by a notary (at the Company's discretion).

Should any information provided by the Affiliate during registration change, the Affiliate shall immediately inform the Customer Support team of the Company of these changes and request the Company to update the information.

The Affiliate acknowledges that any information provided during registration may be used by the Company for the purposes of anti-money laundering exercise.

Customer relations

The Affiliate shall not be entitled to conduct operations with a trading account of the Customer.

The Affiliate has no right to engage in monetary relations with the Customers on behalf of the Company (including receiving cash payments and bank cards, etc.).

The Affiliate has no right to attract Customers by using illegal or unacceptable methods and techniques. These prohibited methods and techniques are including but not limited to: fraud, misrepresentation, providing incomplete information about the risks arising from investing in financial instruments, as well as generating traffic from illegal websites or websites providing illegal services or performing illegal activities.

The Affiliate should provide Customers with explanations regarding the content of contracts and services provided by the Company.

The Affiliate is obliged to warn the Customer about the risks associated with participation in trading on the foreign exchange markets before the conclusion of the Client agreement.

The Affiliate shall refrain from giving a Customer recommendations and pieces of advice concerning trading operations on the trading account. Alternatively, the Company shall not bear responsibility for consequences of those recommendations and pieces of advice.

Rights and obligations of the Affiliate

The Affiliate undertakes to attract Customers to register on the website of the Company on the terms offered by the Company.

The Affiliate is required to be competent in the services provided by the Company, the main competitive advantages of the Company, and general information about international financial markets.

The Affiliate is obliged to follow all the changes in the Company news, promotion actions, and to promptly inform attracted Customers.

The Affiliate shall provide comprehensive information and support to Customers who belong to the group Affiliate as well as resolving Customer problems associated with their participation in trading on the foreign exchange markets.

The Affiliate has no right to enter into sub agreements and other agreements (agreements, contracts), which can transfer the powers or obligations of the Affiliate or a part thereof under this Agreement to any third party, except with the prior written consent of the Company.

The Affiliate may provide potential Customers with a variety of promotional information about the Company, referring to the relevant sections on the Company website.

The Affiliate has the right to independently plan and carry out marketing and advertising campaigns, given those are done in line with applicable regulations and laws.

In case of any problems related to business running and rendering the Company's services, the Affiliate shall contact the Company with details of a problem so that the Company can consult the Affiliate in a timely manner on possible ways to solve it.

The Affiliate has no right to place any advertisement with an affiliate referral link to the Company's website or to any other web-resource in the Yandex, Google systems of contextual advertising to avoid conflict of interests.

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of contextual advertising, banner exchange, internet guides, etc. using "Amega" and all possible variants of its spelling as a key-word, as well as using consonant words in any language.

The Affiliate has the right to use promotional materials provided by the Company: banners, text links, landing pages etc.

The Affiliate has a right to attract other Customers and earn commissions from their trading activities via any available affiliate programs.

The Affiliate shall not advertise the Company in any geolocation where the advertising or activities of the Company are prohibited by the legislation of the country and shall bear sole responsibility for such actions.

The rights and obligations of the Company

The Company is obliged to open trading accounts for Customers referred by the Affiliate pursuant to the Company's Terms and Conditions.

The Company reserves the right to require verification from Affiliates before connecting certain types of affiliate programs.

The Company enables Customers to trade through the system established by the Company trading platforms.

The Company is obliged to maintain a comprehensive record of all operations made by Customers.

The company will exercise control over the activities of the Affiliate's performance of its functions and duties under this Agreement.

The Company is obliged to make payments to the Affiliate on the basis of the '*The definition of income and settlement of the Parties*' Clause of the present Agreement.

The Company reserves the right to request the Affiliate to provide a full report on the progress and results of companies and activities to attract Customers.

The Company shall pay commission to Affiliates for trades, as they are made by Customers that the Affiliate has referred to the Company. The Commission is paid

automatically though there can be a slight delay due to the processing of data by the server. Only active trading accounts are taken into consideration.

The commission to Affiliate for each Customer referred using affiliate program “Cost per action” (*hereinafter* “CPA”) is calculated once per month.

The Customer referred to by the Affiliate may not be an Affiliate himself or his relatives and any other affiliates. If the Company finds any data intersection between the Affiliate and the Customer (such as passport details, address, phone number, e-mail, ip-address, etc.) the Company has the right to exclude this Affiliate from the list of Affiliates’ Customers and revoke acquired commission.

The Company reserves the right to terminate the Agreement unilaterally at any given time, without providing any reasons, in case of violation or failure by the Affiliate of the terms of this Agreement and/or the toxicity of the Customers he attracts is established. The toxicity of clients, violations or failure is determined by the Company.

The Company is not responsible for the agreement between the Affiliate and the Customers, including the distribution of rebate and Customers’ funds which are traded by the Affiliate.

The principles of an Affiliate and Customer engagement

The Affiliate has a right to attract other Customers via their own or other internet sources: websites, forums, blogs etc., that meet requirements of the Company taking into account the requirements of the ‘*Customer relations*’ Clause of the present Agreement.

Customers’ Registration and entering into an Affiliate’s group occur by one of the following ways:

- by Customer use of Affiliate links to go to the official website of the Company; and
- by a Customer entering an affiliate code in the trading account registration form.

Customers are assigned to Affiliates on a permanent basis.

In order to exclude unfair competition, it is prohibited to move Customers from one Affiliate group to another.

The Affiliate is prohibited to use redirects and any other form of forced redirection of users to the official website of the Company.

Settlement of disputes

The Affiliate is entitled to assert a claim in case of disputable situation. Claims must be made within five working days of the dispute arising.

Complaints should be sent in email format from the Affiliate's registered email address to the official email address published on the Company's website and must include the word "Affiliate" in the subject line.

The Company is obliged to examine the Affiliate's claim, deliver a decision on the dispute with the shortest possible time frame. Maximum period for dispute investigation is 10 working days since the date the claim was filed.

In case of any dispute in connection with the execution of this Agreement, the Parties will attempt to resolve the situation through negotiations.

Privacy policy

The Affiliate agrees not to disclose any information received from the Company in the process of joint activities and during the term of this Agreement and five years after its termination.

The Affiliate is not allowed to provide competing third parties confidential information that reveals the mechanism and methods of activity of the Company in providing its services or any other information or materials belonging to the Company.

The Affiliate agrees to maintain the confidentiality of all information regarding personal data of Customers, data contained on their accounts as well as data about the transactions or any financial information.

The definition of income and settlement of the Parties

Commissions and reports are displayed in a special IB section of the Customer area. The Affiliate can perform withdrawal operations in accordance with the Affiliate Agreement.

The Company shall credit the Affiliate a commission from each trade of their referrals.

The Company is entitled to change the remuneration for the Affiliate on Customer's transactions carried out to exploit the imperfections or errors of the trading platform, as well as exclude such Customers from the Affiliates group.

In the case of detection on account of the attracted Customer orders contrary to the terms of the Agreement, terms of use of the bonus system, and, in the case of receiving affiliate commissions from accounts suspected of fraudulent activities, the remuneration received from such accounts is subject to cancellation in full, and the Customers themselves will be removed from the Affiliate's group.

A commission is credited to the IB wallet immediately after a referred Customer closes a trade.

The Company reserves the right to change the amount of the Affiliate commission without prior notice, based on the market situation.

Final provisions

The terms of this Agreement may be amended or supplemented by the Company unilaterally with a notice of three calendar days.

Any of the Parties hereto is entitled in unilateral extrajudicial manner to refuse to perform the obligations under this Agreement by notice to the other party of not less than five days.