

## SimpleFX Affiliation Agreement

The following are the complete terms and conditions to apply as a member of SimpleFX Affiliation Program. Please read this agreement completely and carefully before enrolling in SimpleFX Affiliation Program. You must agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated herein by reference, before you may open an account at SimpleFX.

### PARTIES TO THE AGREEMENT

- a) SimpleFX Ltd. (operating under the trading name "SimpleFX"), a limited liability company with Legal Entity Identifier: 21380042B8QJ87V4HA89, incorporated under registered number 22361 IBC by the Registrar of International Business Companies, located in Griffith Corporate Centre, Beachmont, Kingstown VC0100, Saint Vincent and the Grenadines, and any of its designated and permitted successors, hereinafter referred to as the "Company" or "SimpleFX", and
- b) The "Affiliate" or "Referral" shall mean the individual or entity which applies for Affiliation Program membership in accordance with the terms and conditions set forth herein.

WHEREAS this Agreement sets out the terms upon which Clients may be referred to the Company by the Affiliate

And

WHEREAS the Affiliate has the necessary knowledge and experience to provide such intermediary services to the introduced Clients that improves the quality of service offered for the conclusion of financial contracts between the Company and potential Clients.

### IT IS AGREED:

#### 1. Definitions of terms:

**Client:** any person whom The Company has approved to open an account(s) subject to the Client Agreement, for the introduction of which the Affiliate actively mediated so as for the Company to enter into financial contract.

**Client Agreement:** the Company Legal Documents that the Client accepts when he/she opens an account with the Company.

**Fraud Traffic:** any revenue, deposits generated at the Site(s) through illegal means or in bad faith to defraud the Company, regardless of whether or not it actually caused harm to the Company. Fraud Traffic includes, but is not limited to: false advertising, spam, deposits generated by stolen credit

cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the affiliates earnings directly or indirectly with traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks.

**Related person:** (a) with respect to a natural person or individual; (b) each other member of such individual's Family (as defined below e.i. wife/husband, daughter/ son, grandfather/ grandmother, father-in-law/ mother-in-law, stepson/ stepdaughter, any other family members as well relatives by affinity up to the second degree ); (c) any employee, agent, contractor, representative (including his/her Family) of such individual or such individual's Family; (d) or any person that is directly or indirectly controlled by, acting in concert, colluding with, under the influence, control, direction and/or advice of such individual or one or more members of such individual's Family. (e) person(s) living together in the same household or sharing the same household (f) cohabiter/ domestic partner.

**Site(s):** [www.simplefx.com](http://www.simplefx.com) and any other website which might be added by the Company.

**Spam:** any emails or any other messages that are published by Affiliate which: (a) are targeting third parties who have not accept to receive promotional messages from such Affiliate; (b) have false or misleading statements;(c) do not identify the source or IP Address from which it was sent; (d) do not provide the recipient of the message ability to remove themselves from mailing list.

**Spread:** all affiliates earning calculations are based on Liquidity Provider Spread from Symbols Specification from the Company's Trading Conditions.

## **2. Affiliates' earnings calculation:**

2.1 Affiliate earnings are calculated only for closed orders for Live account.

2.2 Affiliate earnings are updated close to real time.

2.3 Affiliate payout structure depends on type of Affiliate account tier, which differs from basic tier, VIP tier or Elite tier. In case all of the types current account tier is calculated daily. Basic tier has minimum 5% revenue with trading spread turnover up to \$8 000 for the previous 30 days. VIP tier has minimum 15% revenue with trading spread turnover between \$8 000 and \$20 000 for the previous 30 days. Elite tier has minimum 25% revenue with trading spread turnover over \$20 000 for the previous 30 days.

2.4 Affiliate is entitled to receive part of trading spread of their directly referred customers` revenue share, which they earn from the traders they have referred directly. This part of spread is depended on directly referred customers` Affiliate account type and revenue which they receive from their directly referred customers.

## **3. Affiliate restrictions:**

3.1 Two clients cannot affiliate each other. The affiliation connection between two clients may only be one-way.

3.2 A Client cannot self-refer.

- 3.3 Clients using the same IP address cannot affiliate each other.
- 3.4 Process of choosing a Referral is irreversible. Introduced client may only choose Referral once and it shall not be changed by any means.
- 3.5 If any activity in Affiliate's account, or in any account which seems to be controlled or managed by the Affiliate, is assumed suspicious by the Company, the Company may delay and/or suspend payment of the Affiliate revenue to the Affiliate for up to one hundred twenty (120) days in order to verify proper transactions. In the event that the Company concludes that the activity can be understood as Fraud Traffic, the Company may recalculate or suspend the Affiliate revenue accordingly and in its sole discretion. In any event that the Company determines that Affiliate is involved, directly or indirectly, in any fraudulent, deceptive, manipulative or other illegal activity connected to the Company, the Company may immediately block Affiliate's access to SimpleFX Affiliate Program, with no compensation to Affiliate. Affiliate can not have any demands or claims against the Company if such action is taken by Company.
- 3.6 The company may freeze any Affiliate account which is suspected to be self-affiliated. To this end the company may block this account, cancel related transactions and withhold any further withdrawals and affiliated commissions. The same sanctions are applicable to the Affiliate, who is engaged in intermediary services, provided to the Related Parties.
- 3.7 All Affiliate marketing activities must be professional, proper and in full compliance with applicable laws. An Affiliate may not be engaged in activities which are illegal, improper, unfair or otherwise unfavorable to the reputation of the Site(s) or harmful to users of the Site(s), including without limitation: (a) operation of an illegal business, site or subscription email list; (b) 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; (c) operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic or link to a website that does so; (d) engaging in indiscriminate or unsolicited commercial advertising emails; (e) placing links to any of the Sites in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources; (f) 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 "fake" traffic; (g) establishing, without the prior written consent of an authorized employee 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); (h) diluting, blurring or tarnishing the value of Trademarks; (i) offer any kind of rake back or cash back deal to traders; (j) as well using of business name of the

company regardless of any variation, abbreviation, misspelling or combination of fonts or graphic interpretation, or any other form of misleading presentation in the affiliate's domain name thereof (without limitation: "SimpleFX Ltd." "SimpleFX", "simplefx", "SimpleFx", "FXsimple", "Simplexf", "simple", "SFX", etc.) which are considered as strictly prohibited. If Affiliate is breaking above-mentioned limitations The Company have the right immediately restrain the Affiliate's access to the Program, with no refund to such Affiliate. Affiliate waives any demands against the Company if such action taken by the Company.

3.8 Affiliate must be at least eighteen (18) years old to participate in the Program. Affiliate may not actively target marketing to any persons who is under the age of eighteen (18) years old.

3.9 Affiliate can not perform marketing activities to reach to potential Traders: (a) on any internet search engine on which the Company promotes any of the Site(s) (for example: Google.com, Yahoo.com, Bing.com, Yandex.com, etc.); (b) in any other manner which results in the Affiliate's competing with the Company in relation to the promotion of Site(s), including but not limited to the promotion of your website(s) through other Affiliates; (c) Affiliate cannot perform marketing activities which are specifically targeted at residents of the United States (USA) and its overseas territories or any country which Company's services are not addressed to (more information on prohibited countries in Terms of Use and Customer Agreement). In the event that Affiliate is in breach of the foregoing provisions, Company has the right to mark the Tracking URLs assigned to Affiliate as inoperative and Affiliate cannot have any claims against the Company if such action is taken by the Company.

3.10 The Company also reserves the right to seek recovery of any or all Commission paid or payable to Affiliate or his/her Related Person and Affiliate hereby agrees to such liability and repayment of such Commission if Affiliate, her/his web site or Affiliate's publishing location violates, as determined by The Company in its sole discretion, any of the aforementioned restrictions or additional restrictions.

3.11 Notwithstanding any other provision in this Agreement, the Affiliate shall reimburse all costs incurred by SimpleFX in relation to Fraud Traffic, regardless of its nature, including but not limited to self-affiliated clients and their detection.

#### **4. The Company's obligations towards affiliates:**

4.1 The Company is not responsible for lost opportunities for Affiliates' earnings due to Company services being unavailable for any period of time and for any reason.

4.2 The Company allows to use advertising banners which are approved and supported by the Company in exchange for introducing new clients by Affiliates.

4.3 The Company sends emails with daily statements. These emails are the only documents which may be used to account for taxes. It is Affiliate obligation to calculate taxes based on account

statements and the relevant local law. The Company neither sends any documents nor statements for its Affiliates to any tax offices.

4.4 The Company is obligated to process any request for Affiliates' commission withdrawal in a standard withdrawal time period if earnings were collected in accordance with Affiliation Agreement.

## **5. Withdrawal methods available for Affiliates:**

5.1 Affiliates may withdraw their earnings using active payment methods which are accessible for Affiliates' country and for given affiliate account.

5.2 Withdrawal fees for Affiliate earnings and other funds not connected with Affiliates' earnings available at Affiliate account are the same.

## **6. Introducing Clients to the Company:**

6.1 A Client may be introduced to the Company using unique Referral link available in Affiliate panel.

6.2 After creating an account, a Client has 24 hours to accept verification email. If they fail to perform this action, Affiliate shall not be assigned to a Client.

## **7. Disputes and penalties:**

7.1 Any discrepancies and claims concerning SimpleFX Affiliation Agreement shall be discussed using the Company official Partnership Department email: [partnership@simplefx.com](mailto:partnership@simplefx.com).

7.2 In the event of any dispute, fraud suspicion, breach of this Agreement or complaint from a Client, the Company has the right to apply the appropriate provisions of the Terms of Use and Customer Agreement.