

AFFILIATE AGREEMENT



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Tifia Markets Limited Affiliate Agreement Introduction

This Affiliate Agreement of the public offer, hereinafter referred as an **Agreement**, concluded between **Tifia Markets Limited**, hereinafter referred as the **Company** and an individual or entity, which opens an affiliate account with the Company, hereinafter referred as a **Partner**, on the manner and on terms specified in this Agreement, which is available on the Company's official website: <http://www.tifia.com>, hereinafter referred as **Site**.

This Affiliate Agreement is made electronically and does not require to be signed. The Agreement can be translated into all languages of the Site. The translation can be used for the purpose of information only. In the event of any discrepancy between the English language version of this Agreement and its translation, English version will take precedence.

This Affiliate Agreement shall come into effect from the date of acceptance of this Agreement, i.e. when a person who has received an offer confirms his/her consent to conclude this Agreement. A Partner enters into this Agreement after his/her filling in the registration form to open an affiliate account in the **Client's Profile** of the **Company**.

Glossary

Active partner – a partner who has at least one referral with the active account.

Active referral – a client who has fully verified his/her profile, made a total deposit of at least 100 USD and conducted at least 5 trades in the last 2 weeks in one trading account.

Affiliate account – the account within the Tifia Client's Profile designated for the Partner.

Active Affiliate account – an **Partner's** account with the history of balance operations within the last six months.

Archived Affiliate account – an **Partner's** account transferred in the Archive, due to the lack of balance operations within the last six months and absence of the connected referrals' accounts.

Active Referral's account – is a trading account that has a history of transactions or balance operations in the last three months.

Affiliate Referral – a **Referral** who registered as a **Partner** in the Affiliate Program under existing **Partner**.

Affiliated persons – a Partner, his/her relatives or other people who has similar data with a Partner such as (passport details, address, phone number, e-mail, IP or the same answers to the security questions, ect.).

Affiliate Commission – is a payment of fee made by the Company to a Partner on his/her **Affiliate account**, as per provisions specified by the Company; the amount of the fee depends on the volume of the trading operations and the trading pair used in the transactions of a Referral.

Broker Fee – is the fee charged by the **Company** for the trades opened with certain types of instruments on certain types of accounts, depending on the volume of the trade.

Company – a legal entity providing conditions for concluding transactions and all required settlements with a Partner in accordance with this Agreement.

Client's Profile – a secure website Tifia.com with the personal clients area, which gives access to all major non-trading operations and Affiliate profile.

Affiliate Code (ID) – a unique code consisting of 9-10 digits, which are added to the main affiliate link. A Partner receives this Code immediately after the registration in the Affiliate Program.

Affiliate link – a unique link consisting of two parts: a link to the Company's site (, which can lead to any page of the Site) and an affiliate code (for example: <http://www.tifia.com/?uid=101010101>). A Client, who goes to the Site through this link will be automatically assigned to a partner who placed this referral link with his/her unique **Affiliate Code**.

Markup – the amount added to the spread, established by the Company.

Hedged positions – transactions to buy or sell on the same trading instrument, with the same volume and at the same trading account.

Partner – an individual or legal entity, which attracts clients to the Company and possesses the rights and obligations specified in the Client Agreement, Terms of Business this Agreement.

Pip (point) – one pip (one point) is the fourth digit to the right of the decimal in 5-digit quotes that expresses a minimum price change by 0.0001 (one ten-thousandth). In 3-digit quotes, one pip (point) is the second digit to the right of the decimal and expresses a minimum price change by 0.01 (one hundredth).

Referral – a participant of the Affiliate program, who opened a trading account in the Company using the referral link, located in a Partner's the information resource, or who indicated an Affiliate Code when registering.

Referred client – is a **Referral**.

Referral Group – number of the accounts of the Referrals, who have registered through the Affiliate link of the same partner.

Spread – difference between the quotes of "Ask" and "Bid", expressed in pips.

Self-referral – a Affiliate commission fee from the personal trading accounts, or from the accounts of the affiliated entities.

Transaction – a series of trading operations when the funds are converted from the base currency to

the quote currency and back.

Ticket – a unique identification number assigned in the trading platform of each operation.

1. General conditions

- 1.1. A **Partner** is a Client of the **Company** possessing all the rights and obligations specified in the Client Agreement and Terms of Business.
- 1.2. A **Partner** agrees that the **Company** will use his/her the contact data, such as address, email and other indicated by a partner upon registration as a Partner for sending him/her letters and / or offers.
- 1.3. A place of **Company's** registration is considered to be a place of concluding this Agreement (registration address of the **Company**).
- 1.4. A **Company** and a **Partner** assume stipulated liabilities related to attracting clients to conduct trading operations on the instruments, offered by the **Company**.
- 1.5. The parties undertake to comply with the provisions specified in this **Agreement** unless otherwise specified in the supplementary agreements.
- 1.6. A **Partner** can act and present him/her/self in the relations with a third parties only as a client of the **Company**.
- 1.7. An Affiliate program is designed to attract new clients to the **Company** with the help of the unique links available for the Partner.
- 1.8. The **Company** does not provide information about **Client's** trading operations or Client's personal information.
- 1.9. A **Client** is considered to be attracted by a **Partner** under the following conditions:
 - a) a client has registered at the **Company's** site for the first time;
 - b) when registering a client has used an affiliate link or he/she has entered an affiliate code in the registration form;
 - c) Partner has active partner's account.
- 1.10. All subsequent trading accounts opened by a **Referral**, are located in the **Referral Group** of a Partner, who has attracted this client.

- 1.11. Accounts of a **Referral** cannot be transferred from one **Referral Group** to the other.
- 1.12. If no balance operations have been conducted on the Affiliate account within six (6) months, this account will be transferred to the Archive.
- 1.13. Upon request of a Partner and at the Company's own discretion, an account from the Archive can be recovered. After the recovery of the Affiliate account an **Affiliate commission** fee for the inactive period is not accrued.
- 1.13.1. If, after the recovery of an Affiliate account, a Referral uses an affiliate link or enters an affiliate code to register a trading account, an affiliate code contained in the affiliate link will be recorded in the Referral Profile.
- 1.14. As a policy, the Company does not accept to be associated with marketing material (including websites) that creates reputational risks for the Company such as marketing material containing pornographic, sexist, racist, political, religious or violent content; misleading or abusive information such as guaranteed or unrealistic returns on investment or that suggest trading is without risk.

2. Rights and obligations of a Partner

2.1 A **Partner** is entitled to receive his/her **Affiliate commission** in the amount and on the terms specified in this Agreement from each trading operation carried out on the Active accounts of the Referrals of his/her **Referral Group**.

2.2 A **Partner's fee** is transferred to an Affiliate account and can be used by a Partner at his/her own discretion. A Partner can either withdraw or transfer these funds to his/her trading accounts (if any) for the future trading.

2.3 A **Partner** undertakes to inform Referrals about the activity and scope of services offered by the Company, accentuate the advantages of the **Company** versus its competitors and also to provide all necessary data, including address and other details of the **Company**.

2.4 A **Partner** has the right to:

- a) plan and conduct marketing and advertising campaigns with the prior approval by the **Company**;
- b) post links to the Company's website on his/her site (including referral links) as well as banners provided by the **Company**;

c) carry out other activity specified in this **Agreement**.

2.5 The primary responsibility of a **Partner** is to attract new **Referrals**.

2.6 A **Partner** shall ensure that his activity complies with the legislation of the country of his/her residence.

2.7 A **Partner** shall not use any methods which are dishonest or contrary to the prevailing norms of legal ethics in order to attract Referrals such as:

- a) placing affiliate link on the sites containing or having reference to the information, which contradicts to the general concepts of morality and ethics;
- b) using online viruses, malicious programs and scripts, pop-up ads, spam, including distribution of the ads to the available email addresses or the emails, whose holders do not express explicit consent to receive such newsletters;
- c) advertising, which deliberately distorts description of the services, or deliberately withholds from the Clients the risks and information about the offered services.
- d) using company name or company brand «Tifia» as a name or as a part of name in domain of referral website.
- e) using company name or company brand «Tifia» as a name or as a part of name in page links or page names or usernames in social medias.
- f) using company name or company brand «Tifia» as a keyword in advertising via search engines such as GOOGLE, YAHOO, YANDEX and so on.
- g) using company name or company brand «Tifia» as a keyword to attract leads using any sources for traffic generation.
- h) using company name or company brand «Tifia» as a keyword in advertising via social medias such as FACEBOOK, INSTAGRAM and any other social media sources.
- i) or any other methods, which may cause harm to the established reputation of the Company.

2.8 It is strictly forbidden to use redirecting or other forms of the forced redirecting of the users to the official sites of the **Company**.

2.9 A **Partner** is prohibited to register or use the name of the Company. Partner's

products, services, domain names or any other identifications cannot be similar phonetically or writing to the name of the Company, its sites or products.

2.10 A **Partner** shall ensure that all information provided by him/her to the Company, is true, correct and complete. A Partner is obliged to inform a Company of all changes to the personal or contact information within three days.

3. Rights and obligations of the Company

3.1 The **Company** is entitled to:

- a) to pay a **Affiliate commission** to a **Partner** in the amount and on the terms specified in this **Agreement**;
- b) receive to the Company's accounts payments made by the Referrals and bear all risks and responsibilities for the settlements with the Referrals, on the basis and terms described in Client Agreement and Terms of Business;
- c) provide proper functioning and full access to its entire products and services to the Clients referred to its website by the Partner.
- d) provide the opening a trading accounts for the Referrals attracted by a Partner based the general conditions in accordance with the Client Agreement and Terms of Business;
- e) provide conditions so that the Referral will be able to conduct trading operations in the system using the identification details (login and password) given by the Company and agreed by the Referral as per the Terms of Business;
- f) keep a record of all operations made by its Clients;
- g) provide technical support to a **Partner** and his/her Referral through means of communications and in the working hours indicated on the **Company's** website.

3.2 The **Company** reserves the rights to:

- a) decline to **Partner's** registration;
- b) refuse to pay for the transactions, which are self-referrals;
- c) cancel payment of the **Affiliate commission** fee without any notice if it is determined that partner use the keyword "Tifia" and all other options of writing this word including

similar sounding words in different languages in order to attract clients in search engines, or via traffic generation sources or via social medias.

- d) cancel payment of the **Affiliate commission** fee without any notice if it is determined that partner use the word “Tifia” in his/her domain name.
- e) to change the conditions or amount of crediting **Affiliate commission** at any time without prior notification to the Partners.
- f) require the **Partner** to provide information resources to check/update the affiliate link. Furthermore, the Company reserves the right to refuse opening a Partner’s account or terminate the present Agreement if any of these resources have not been provided or if the terms described in paragraph 2.5-2.10 have been violated.

3.3 The **Company** has the right to require a **Partner** to provide the addresses of the information resources where the **Affiliate Link** is going to be posted. In case of the failure to provide the address of the information resource or violation of the conditions described in paragraphs 2.5 – 2.10 of this Agreement, the Company has the right to refuse to open Affiliate accounts or terminate this Agreement.

3.4 The **Company** has the right to exclude **Referrals’** accounts from the Referral Group if they conduct trading and non- trading operations using technical failures of the trading platform and Client’s Profile, if they commit other fraudulent acts, or acts not complying with the terms and conditions of the Client Agreement and Terms of Business.

3.5 The **Company** has the right to cancel **Affiliate commission** from the transactions, which have been conducted in contradiction to the conditions of the Client Agreement and Terms of Business or this **Agreement**.

3.6 Upon detection of a violation by a **Partner** of the paragraphs 2.5 - 2.10 of this **Agreement**, the **Company** reserves the rights to terminate this Agreement and cancel payment of the unpaid **Affiliate commission**.

3.7 The **Company** reserves the right to change or modify this Agreement by notifying a **Partner** by email, indicated by a Partner upon registration, within 7 days before the changes come into effect.

4. Responsibilities of the parties

4.1. A **Partner** is informed and agree that the **Company** is not liable for the acts or omissions of a **Partner** in terms of conducting operations on his/her trading accounts.

- 4.2. A **Partner** ensures for the **Company** the protection against various liabilities, costs, expenses, claims and damages, which can arise directly or indirectly, due to a failure of a Partner to fulfill his/her obligations under this **Agreement** or Terms of Business.
- 4.3. A **Partner** guarantees that the information provided by him/her to the **Referrals** or to the **Company** is truthful and reliable.
- 4.4. A **Partner** guarantees that he/she will not use the site design or any of its elements (including full or partial copying of the content or structure), except for the logo and banners, without a written consent of the **Company**.
- 4.5. A **Partner** agrees that he/she bears full responsibility for confidentiality and the use of any sensitive information required to the access to the **Company's** service; a **Partner** also ensures security of his/her sensitive data and passwords. In case of loss or disclosure of such data to the third parties, the responsibility rests entirely with a **Partner**.
- 4.6. A **Partner** agrees that the **Company** shall not be liable for any failures in the telephone network, or Internet, or for any events and circumstances beyond **Company's** control.
- 4.7. A **Partner** agrees for the purpose of the money laundering control, the Company has the right to request the details of a Partner's payment systems opened in his/her name and put restrictions so that the withdrawals of the funds can be made only with the help of the transfer to the accounts indicated by a **Partner**. If a **Partner** refuses to provide such details, the **Company** has the right to suspend all transactions on the account until the required information is provided.
- 4.8. The **Company** ensures that the information provided by a **Partner** during the registration shall be kept confidential and is not subject to disclosure.
- 4.9. In no circumstances the **Company** shall be liable for any actions of a **Partner** committed in violation of the provisions of this **Agreement**. If a **Partner** had the intention to commit such action but did not commit it for some reason, the **Company** will not compensate the **Partner** the lost profit or damage resulted from such action and will not pay for the moral damage.
- 4.10. In no circumstances **the Company** shall be liable for any harm inflicted by the **Partner** to the third parties.
- 4.11. **The Company**, at its sole discretion, may provide information, advice and guidance to a **Partner**. However, in this case, the **Company** shall not be liable for the consequences or profits resulted from such recommendations or advice.

4.12. The parties themselves and independently from each other have their tax obligations or other liabilities towards the third parties.

4.13. The **Company** cannot be made responsible for any financial losses made by either the Partner or his Referral(s), and thus does not compensate such losses or any moral damage related to this.

5. Affiliate commission fee

5.1 **Affiliate commission** is paid automatically for every closed transaction.

5.1.1 If a **Referral** opens a hedged position whose volume does not exceed (equals or is less than) the volume of the hedged position, a **Affiliate commission** is paid only for the hedged position.

5.1.2 If a **Referral** opens a hedged position whose volume exceeds the volume of the hedged position, **Affiliate commission** fees are paid for the hedged position in full volume, while for the hedged position an **Affiliate commission** is paid only for the volume which was not overlapped.

5.2 **Affiliate commission** fee is deposited to the **Affiliate accounts** of the **Partner** provided that a transaction conducted by a **Referral** is not contrary to the provisions of the Client Agreement and Terms of Business. If a Referral's transaction is recognized invalid, such transaction is cancelled, and **Affiliate commission** fee is not paid.

5.3 **The Company** has the right not to pay fee for the transactions of the **Referrals**, which were conducted due to the defects of the trading platforms.

5.4 The **Partner** shall not be entitled to get **Affiliate commission** fees from his own trading accounts and those owned by his close relatives if the **Partner** is an individual; as well as from private accounts of founders or accounts of their close relatives if the **Partner** is a legal entity.

5.5 The amount of the **Affiliate commission** fee of a **Partner** for the accounts of the attracted **Referrals** depends on the activity of a **Partner** and is made by a special program on the Company's Server automatically.

5.6 A status to **Partner** is assigned under the following conditions:

5.6.1 The status of an **IB** is assigned by default after Partner's registration with no special requirements;

5.6.2 The status of a **Master IB** is assigned if a **Partner** has not less than five (5) active Referrals in his/her Referral Group and at least one (1) IB;

5.6.3 The status of a Regional Master IB is assigned if a **Partner** has not less than two hundred (200) active **Referrals** in his/her Referral Group and not less than fifty (50) IBs and at least twenty (20) Master IB;

5.7 The amount of the **Affiliate commission** fee depends of the Partner's status and is defined as follows:

5.7.1. The Partner having a status of IB will receive:

- about 30% of the **Markup** on the START type of accounts.
- 30% of the **Markup** on the ECN CLASSIC type of accounts.
- 30% of the **Broker Fee** on ECN PRO type of accounts.

5.7.2. The Partner having a status of Master IB and Regional Master IB and will receive:

- 70% of the **Markup** on the START type of accounts.
- 70% of the **Markup** on the ECN CLASSIC type of accounts.
- about 70% of the **Broker Fee** on ECN PRO types of accounts.

5.7.3 The list of **Markups** and **Broker Fees** for different trading instruments is available in Appendix 1 of this Agreement. The Company reserves the right to modify the conditions stated in clause 5.7 and Appendix 1 depending on the market conditions at any time at its sole discretion without prior notification to the **Partner**.

5.8 After the registration of **Affiliate Referral** in the program, a **Partner** will receive interest from the **Affiliate commission** fee of a Sub-Affiliate in accordance with his/her status:

5.8.1 Master IB receives 10% of **Sub-Affiliate's** fee;

5.8.2 Regional Master IB receives 10% of **Sub-Affiliate's** fee;

5.9 Revision of a **Partner's** activity for the previous month and the change of status is made in the first five days of the following month. In order to prevent dishonest attempts to obtain commissions from trades executed on the accounts of **Referred Client(s)** or the accounts registered under assumed names yet managed by the **Partner**, the Company reserves the right not to pay **Affiliate commission** from trades at START and ECN CLASSIC accounts type where the difference between opening and closing price on the complete transaction does

not exceed 1,0 pips and/or where the time between opening and closing order on the complete transaction does not exceed 5 seconds.

5.10 In order to prevent dishonest attempts to obtain commissions from trades executed on the accounts of **Referred client** or the accounts registered under assumed names yet managed by the **Partner**, the **Company** reserves the right not to pay **Affiliate commission** from trades at ECN CLASSIC account type where the difference between opening and closing price on the complete transaction does not exceed 1,0 pips.

5.11 A **Partner** has the right to order the withdrawal of the **Affiliate commission** fee to the payment systems offered in the Client's Profile. It should be noted that withdrawal of the **Affiliate commission** fee through the bank transfer is available only for the sums exceeding the equivalent of \$500;

5.12 A **Partner** has the right to change payment system, which has been installed previously only if access to it has been lost, sending a request to email: partners@tifia.com.

5.13 If **Partner's** payment details or payment system has been changed for some reason, a **Partner** is obliged to notify the **Company** about it giving the reasons of the changes and submitting the scanned copy of the identifying document of a **Partner** to the email address of the finance department of the **Company**. Otherwise, the **Company** has the right to deny the withdrawal of the funds to the changed payment system details.

5.14 Payment of the **Affiliate commission** is processing within 1-3 banking days from the date of withdrawal request.

5.15 In case of shutdown of the payment system of the **Company**, the **Company** has the right to extend the period of withdrawal until resumption of the operation of the payment system.

5.16 The **Company** does not charge any commission for withdrawal of funds from **Affiliate accounts**. Obligation for payment of a fee charged by the payment system for withdrawal of funds from the affiliate account shall be borne by the **Partner**.

5.17 It is understood that for settlements with a **Partner**, the funds on **Affiliate account** are expressed in the USD. When processing applications for withdrawals of funds from the affiliate accounts the **Company** uses internal currency rate of the **Company** valid at the moment of processing of an application.

5.18 The **Company** has the right to unilaterally amend the conditions of payment calculations and terms of payment.

5.19 In case 30% or more of the total amount of **Affiliate Commissions** was received by **Partner** from the trading operations of the same **Referred Client**, or if Clause 5.4 of this Agreement is

violated, the **Company** reserves the right not to pay the **Affiliate commission** to this **Partner** and exclude such **Referral** from his/her **Referral group**.

5.20 If personal details or registration data of the **Partner** coincides, in part or in full, with registration data of a **Referred Client**, the **Company** reserves the right to consider this coincidence as a ground to apply Clauses 5.4 and not to pay the **Affiliate commission** to this **Partner** and exclude such **Referral** from his/her **Referral group**.

5.21 In case the **Affiliate account** and account(s) from **Referral group** are found using the same IP address or same device, the **Company** reserves the right to consider this coincidence as a ground to apply Clauses 5.4 and not to pay the **Affiliate commission** to this **Partner** and exclude such **Referral** from his/her **Referral group**.

5.22 In case of a dispute related to the trading operations from which an **Affiliate Commission** was received, the **Company** reserves the right to cancel such **Affiliate Commission** by adjusting the balance of an affiliate account.

5.23. If a **Referral** participates in the program of spread rebate, Partner's fee will be reduced in proportion to the share of the spread, which has been returned to a **Referral**.

5.24. The **Company** has the right to enter into Agreement with any **Partner** using a personal commission level or scheme with different parameters than stated in this Affiliate Agreement.

5.25. If the **Company** identifies any abuse or fraudulent actions on the trading activities of the **Partner or his/her Referral(s)** for the purpose of getting extra commission, the **Company** reserves the right to place a time limitation on the Partner's profile to prevent such activities and not to credit the **Affiliate Commission** for such activities, or to cancel and deduct previously paid **Affiliate Commission**. The **Company** has the right to exclude **Referral's account** from **Referral group**, in case the **Company** notices that **Referral** acts against the company's Terms and Agreements.

5.26. The **Company** will pay commission to the Partner, only from trading operations, which has been made from Clients' own funds. In the case of using credited funds, commission is not paid.

5.27. Commission fee in the amount of less than 1 cent cannot be calculated and credited to Affiliate account for technical reasons.

6. Policy of affiliate account archiving

6.1 If no **Affiliate commission** payments or withdrawals have been registered in an affiliate account during last 180 days, such an account shall be considered as inactive and archived.

6.2 An archive affiliate account is restored automatically within 24 hours once an **Affiliate commission** has been paid into it.

7. Procedures of claims and disputes

6.1. The parties will try to settle all disputes through negotiation and compromise in the claim procedure.

6.2. **Partner's** claim related to this Agreement is accepted by the **Company** only if they are made in writing and not later than three working days from the moment (day) of the dispute.

6.3. The claim should be submitted in the form of electronic mail (e-mail) and sent to the Partner's Department of the Company: partners@tifia.com without the disclosure of this information until the end of proceedings. All claims submitted otherwise will not be considered.

6.4. The period of consideration of a **Partner's** claim by the Company is not more than fourteen working days. In the even the claim is recognized reasonable, the dispute is settled via compensatory payment to an affiliate account within one business from the date of the positive solution of the dispute.

6.5. **Partner's** claim shall include:

- a) full name;
- b) number of the affiliate account;
- c) date and time of the account creation;
- d) number of the disputable transaction;
- e) core of the claim without emotion.

Claims submitted otherwise will not be accepted.

6.6. The **Company** reserves the right to deny consideration of the claim in the following cases:

- if a claim does not comply with the conditions of the paragraphs 6.2, 6.3, 6.5;
- if a claim contains profanity and/or insults to the Company or its employees;
- if a claim contains threats against the Company or its employees;

- if a Client threatens to mire the image of the Company.

6.7. In the event of a dispute, not stipulated in this Agreement, final decision on a claim is made by the Company based on the generally accepted practice and legal ethics.

8. Changes in the terms and conditions of the Agreement. Termination the Agreement

8.1 The **Company** has the right to change the terms of this **Agreement**, provided that the updates to this Agreement are posted on the Website and the **Partners** are notified about the changed via e-mail, indicated during Partner's registration. All changes will take effect within seven (7) calendar days after notification of a **Partner**.

8.2 This Agreement shall terminate in the event of Partner's violation of the conditions specified in this Agreement.

8.3 The **Company** reserves the right to terminate this **Agreement** unilaterally by notifying a Partner. The termination of the **Agreement** does not cancel obligations of the **Company** and a **Partner** which may already have arisen under this **Agreement**, Client Agreement and Terms of Business.

8.4 A Partner has the right at any time to terminate this **Agreement** by sending a written notice to the **Company** by e-mail: partners@tifia.com. In this case the **Company's** obligations are considered fulfilled after full settlement with the **Partner**.

8.5 In the event of **Partner's** death:

- the right to request money withdrawal from the affiliate accounts is transmitted to the legal successors turn or to the heir-by-will;
- the access to the affiliates accounts or the right to carry out operations on the financial market is not transmitted.

9. Force-majeure

9.1 Other than the obligation to pay any sums due under this Agreement, each party shall be excused from any delay or failure in performing its obligations under this Agreement caused by reason of Force Majeure. Force Majeure for the purpose of this clause shall mean the

occurrence of an event or contingency beyond the reasonable control of the relevant party including but not limited to, the failure of performance by the other party due to acts of God, earthquake, power failure, labour disputes, riots, legal consents and governmental requirements.

9.2 None of the party of this Agreement will be held responsible for total or partial failure to perform any of his/her obligations if the failure will be a consequence of force majeure (flood, fire, earthquake and other natural disasters as well as war or military actions of any kind, blockade, decisions of public authorities and other extraordinary and unavoidable circumstances beyond the parties' control).

9.3 The party, which failed to fulfill its obligations, shall immediately notify in writing the other party of the occurrence of such circumstances, indicating expected duration and termination date of the above circumstances not later than within 5 bank days from the moment of the beginning or termination of such circumstances.

Appendix 1 to Affiliate Agreement: Markups and Fees

Remark:

- a) Fees are indicated in US dollars per round lot for Forex Major, Forex Crosses, Forex Exotics, Metals and Oil.
- b) Fees are indicated in US dollars per contract for Indices.
- c) One pip (one point) is the fourth digit to the right of the decimal in 5-digit quotes that expresses a minimum price change by 0.0001 (one ten-thousandth). In 3-digit quotes, one pip (point) is the second digit to the right of the decimal and expresses a minimum price change by 0.01 (one hundredth).

ECN CLASSIC

Instrument	Symbol	Markup, pips
Forex Major	EURUSD	1,0
Forex Major	GBPUSD	1,0
Forex Major	AUDUSD	1,0
Forex Major	NZDUSD	1,0
Forex Major	USDCAD	1,0
Forex Major	USDCHF	1,0
Forex Major	USDJPY	1,0
Forex Crosses	AUDCAD	1,0
Forex Crosses	AUDCHF	1,0
Forex Crosses	AUDJPY	1,0
Forex Crosses	AUDNZD	1,0
Forex Crosses	CADCHF	1,0
Forex Crosses	CADJPY	1,0
Forex Crosses	CHFJPY	1,0
Forex Crosses	EURAUD	1,0
Forex Crosses	EURCAD	1,0
Forex Crosses	EURCHF	1,0
Forex Crosses	EURGBP	1,0
Forex Crosses	EURJPY	1,0
Forex Crosses	EURNZD	1,0
Forex Crosses	GBPAUD	1,0
Forex Crosses	GBPCAD	1,0
Forex Crosses	GBPCHF	1,0
Forex Crosses	GBPJPY	1,0
Forex Crosses	GBPNZD	1,0
Forex Crosses	NZDCAD	1,0
Forex Crosses	NZDCHF	1,0
Forex Crosses	NZDJPY	1,0
Forex Exoic	USDHKD	18,0
Forex Exoic	USDMXN	70,0
Forex Exoic	USDNOK	30,0
Forex Exoic	USDPLN	16,0

Forex Exoic	USDSEK	24,0
Forex Exoic	USDSGD	5,4
Forex Exoic	USDTRY	40,00
Forex Exoic	USDZAR	60,0
Forex Exoic	EURTRY	50,0
Indices	ASX200	20,0
Indices	CAC	10,0
Indices	FDAX	10,0
Indices	FTSE	40,0
Indices	HK50	-
Indices	IBEX35	10,0
Indices	NI225	-
Indices	NQ	10,0
Indices	SPX	6,0
Indices	SX5E	6,0
Indices	YM	4,0
Metals	XAGUSD	1,0
Metals	XAUUSD	2,0
Metals	XAUEUR	2,0
Oil	UKBrent	5,0
Oil	USCrude	5,0

ECN PRO

Instrument	Symbol	Broker Fee per lot, \$
Forex Major	EURUSD.	8
Forex Major	GBPUSD.	8
Forex Major	AUDUSD.	8
Forex Major	NZDUSD.	8
Forex Major	USDCAD.	8
Forex Major	USDCHF.	8
Forex Major	USDJPY.	8
Forex Crosses	AUDCAD.	8
Forex Crosses	AUDCHF.	8
Forex Crosses	AUDJPY.	8
Forex Crosses	AUDNZD.	8
Forex Crosses	CADCHF.	8
Forex Crosses	CADJPY.	8
Forex Crosses	CHFJPY.	8
Forex Crosses	EURAUD.	8
Forex Crosses	EURCAD.	8
Forex Crosses	EURCHF.	8
Forex Crosses	EURGBP.	8
Forex Crosses	EURJPY.	8

Forex Crosses	EURNZD.	8
Forex Crosses	GBPAUD.	8
Forex Crosses	GBPCAD.	8
Forex Crosses	GBPCHF.	8
Forex Crosses	GBPJPY.	8
Forex Crosses	GBPNZD.	8
Forex Crosses	NZDCAD.	8
Forex Crosses	NZDCHF.	8
Forex Crosses	NZDJPY.	8
Forex Exoic	EURHUF.	20
Forex Exoic	EURNOK.	20
Forex Exoic	EURPLN.	20
Forex Exoic	EURRUB.	20
Forex Exoic	EURSEK.	20
Forex Exoic	EURTRY.	20
Forex Exoic	USDCNH.	20
Forex Exoic	USDCZK.	20
Forex Exoic	USDDKK.	20
Forex Exoic	USDHKD.	20
Forex Exoic	USDHUF.	20
Forex Exoic	USDILS.	20
Forex Exoic	EURDKK.	20
Forex Exoic	USDMXN.	20
Forex Exoic	USDNOK.	20
Forex Exoic	USDPLN.	20
Forex Exoic	USDRUB.	20
Forex Exoic	USDSEK.	20
Forex Exoic	USDSGD.	20
Forex Exoic	USDTHB.	20
Forex Exoic	USDTRY.	20
Forex Exoic	USDZAR.	20
Indices	ASX200.	12
Indices	CAC.	12
Indices	FDAX.	12
Indices	FTSE.	12
Indices	HK50.	-
Indices	IBEX35.	12
Indices	NI225.	-
Indices	NQ.	12
Indices	SPX.	12
Indices	SX5E.	12
Indices	YM.	12
Metals	XAGUSD.	8
Metals	XAUUSD.	8
Metals	XAUEUR.	8

Oil	UKBrent.	8
Oil	USCrude.	8

START

Instrument	Symbol	Markup, pips
Forex Major	EURUSDx	2,5
Forex Major	GBPUSDx	2,5
Forex Major	AUDUSDx	2,5
Forex Major	NZDUSDx	2,5
Forex Major	USDCADx	2,5
Forex Major	USDCHFx	2,5
Forex Major	USDJPYx	2,5
Forex Crosses	AUDCADx	3,0
Forex Crosses	AUDCHFx	3,0
Forex Crosses	AUDJPYx	3,0
Forex Crosses	AUDNZDx	3,0
Forex Crosses	CADCHFx	3,0
Forex Crosses	CADJPYx	3,0
Forex Crosses	CHFJPYx	3,0
Forex Crosses	EURAUDx	3,0
Forex Crosses	EURCADx	3,0
Forex Crosses	EURCHFx	3,0
Forex Crosses	EURGBPx	3,0
Forex Crosses	EURJPYx	3,0
Forex Crosses	EURNZDx	3,0
Forex Crosses	GBPAUDx	3,0
Forex Crosses	GBPCADx	3,0
Forex Crosses	GBPCHFx	3,0
Forex Crosses	GBPJPYx	3,0
Forex Crosses	GBPNZDx	3,0
Forex Crosses	NZDCADx	3,0
Forex Crosses	NZDCHFx	3,0
Forex Crosses	NZDJPYx	3,0
Metals	XAGUSDx	4,5
Metals	XAUUSDx	3,5

