



VT Markets Affiliate CPA Terms and Conditions

1. INTRODUCTION

1.1 This Affiliate Program Agreement (hereinafter referred to as the “Agreement”) is entered by and between VT Markets Limited, registered in Level 2, Suite 201, The Catalyst, 40 Silicon Avenue, Ebène, Republic of Mauritius with registration number GB23202269, operating under the trader name “VT Markets” and the individual who has completed the Application to become an Affiliate (hereinafter referred to as “the Affiliate”). VT Markets and the Affiliate shall be sometimes referred to herein as the “Parties”.

1.2 This Agreement governs the contractual relationship between the Affiliate and VT Markets, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing Qualified Traders to VT Markets by promoting VT Markets’ Products and Services.

1.3 The Affiliate is engaged in the business of soliciting Clients in respect of financial services transactions and agrees to act as a mediator between VT Markets and/or the Company and his Clients for the purposes of carrying out all the necessary preparatory work for the conclusion of an agreement between VT Markets and/ the Company and a Client.

1.4 The Affiliate, if required under applicable laws and regulations, is solely responsible to ensure that he/she is registered as an Introducer, or in some other capacity which authorizes the Introducer to undertake and provide to VT Markets and/ the Company the services contemplated under this Agreement.

2. INTERPRETATION OF TERMS

2.1 For the purposes of the present Agreement, the following terms shall be interpreted as follows:



“Active Trader” shall mean any Trader who:

- (i) has been a Qualified Trader as per the provisions of this Agreement and
- (ii) opened or closed a position of at least 1 micro lot within the last 30 (thirty) consecutive calendar days period, preceding the Hourly Review.

“Account(s)” shall mean any trading account the Trader runs with VT Markets.

“Affiliate” shall mean whether an individual or a company, acting in the course of business and engaged in advertising and marketing activities (promotion of VT Markets brand online, use of VT Markets site as a portal for displaying promotional and advertising content, hosting of marketing material and direction of the web-traffic to the VT Markets site, increase of the online profile of VT Markets through search engine optimization and performance of any other similar (with the abovementioned) activity) who may, at any time under the terms of this Agreement, introduce prospective Clients/Qualifying Traders to VT Markets for transactions in CFDs foreign currencies, commodities, futures and derivatives.

“Affiliate Panel” shall mean the secure account affiliate interface area (or backend) on VT Markets where all affiliates login in order to view all their data, get affiliate links, view statistics, complete/update their payment profile and access promotional tools.

“Affiliate Partner Link” shall mean the unique link and/or personalized ID which is used to identify Affiliate activities and introduced Qualifying Traders.

“Agreement/Contract” shall mean this Affiliate Program Agreement.

“Client” shall mean any person, whether an individual and/or a company who has been or is been introduced by the Affiliate to the Company and with whom the Company enters into a Client Agreement.



“Compensation” shall have the meaning of section 5 herein and the compensation, charges and other rates applicable to this Agreement, determined and expressed within Appendix A herein.

“CPA” shall mean the fixed Cost per Acquisition available to an Affiliate per Qualified Trader, subject to fulfilment of the KPIs during the Qualifying Period.

“Force Majeure Event” shall have the meaning as set out in Clause 12 herein.

“VT Markets” or “Company” shall mean VT Markets Limited (regulated by Mauritius Financial Services Commission (MU FSC), operating under the trademark VT Markets.

“VT Markets website” shall mean www.vtmarkets.com

“VT Markets Products and Services” shall mean all and any trading financial instruments offered by VT Markets, including but not limited to CFDs in forex currencies, indices and commodities as these are available on VT Markets’ websites.

“Hourly Review” shall mean the review and calculation performed by VT Markets Partners on an hourly basis in order to determine the number of Active Traders under an Affiliate in order to determine the relevant Affiliate Level as per Table 1 of Appendix A below herein.

“Intellectual Property Rights” shall mean patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database right and other similar or equivalent rights whether registered or not.

“Level” shall mean the category of CPA compensation based on the number of Active Traders.



“Links” shall mean any hypertext links (either a banner or text link) obtained from the Affiliate Panel or any other means used to identify Affiliate activities, including introduced by the Affiliate Qualified and/or Active Traders.

“Non-Qualified Trader” shall mean any Trader who is not a Qualified Trader.

“Operative Agreements” shall mean the agreements entered into by the Client and VT Markets that govern all trading activity of the Client with the Companies. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the websites’ abovementioned and may be amended from time to time.

“Promotional Material” shall mean promotional, advertising, communication and educational materials that relates to the VT Markets, its products and services or relates to the introduction of a Prospective Client or Transaction in an Existing Client’s trading account, and were provided to an Introducer on the VT Markets website for the purpose of the present Agreement or made by an Introducer based on prior Companies’ or VT Markets Broker’s consent. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar

“Prospective Client” shall mean any person, whether an individual or a company who has been or is been introduced by the Affiliate to the Company.

“Qualified Trader” shall mean any Trader who meets during the Qualifying Period the KPI requirements as per Appendix A below herein.

“Qualifying Period” shall mean a 30 (thirty) consecutive calendar days



period as per Appendix A below herein, starting from the day of a Qualifying Trader's first deposit in the Trader's Account(s).

"Trader" shall mean an individual or a company, acting under the relevant capacity as a Client, who has registered through an Affiliate link, completed the VT Markets registration procedure, has been approved by VT Markets, has funded their Trader's account and performed trading activity (i.e. opened or closed a position of at least 1 micro lot) within the Qualifying Period.

"Written Notice" shall have the meaning set out in Clause 6 of this Agreement.

3. COMMENCEMENT

3.1 This Agreement shall bind the Affiliate and VT Markets on the day of approval of the Affiliate by VT Markets and shall continue unless and/or until terminated according to Clause 7 below herein.

4. AFFILIATE'S PARTICIPATION CONDITIONS

4.1 In order for an Affiliate to be considered by VT Markets for participation in the Affiliate Program, the Affiliate must:

a) Complete and submit the online application/questionnaire and read and accept online the present Agreement.

b) Provide sufficient proof of identity documentation(s) such as government-issued proof of identity document i.e. passport, national identity card, or driving license, and proof of residential address prior to be accepted as an Affiliate. If the Affiliate is a company or a legal entity, must provide a) Copy of Certificate of Incorporation; b) Certificate of good standing or other proof of registered address of the company; c) Proof of identity and proof of address of directors; d) Proof of identity and proof of address of other authorised representatives in case he/she will deal with



VT Markets on behalf of the entity and e) Proof of identity and proof of address of all ultimate beneficial owner/shareholders (25% or more) prior to be accepted as an Affiliate.

4.2 The Affiliate as an individual 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 without the approval or consent of any other party. If the Affiliate is a company then the person agreeing to this Agreement on behalf of that company hereby represents and warrants that he or she is authorized and lawfully able to bind that company to this Agreement and that the company has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.

4.3 The Affiliate represents and warrants that it is qualified under any applicable regulatory requirements to offer VT Markets, the products and services mentioned in this Agreement, and that all actions that will be performed by the Affiliate will comply with the applicable Laws and /or Regulations and/or Directives. The Affiliate hereby acknowledges that is solely responsible for being updated on all matters that are related to the applicable Regulations, Laws and Directives.

4.4 VT Markets shall evaluate the Affiliate's application in good faith and shall notify the Affiliate of VT Markets' 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 such rejection.

4.5 Once the Affiliate registers, provides contact e-mail address and creates password, the Affiliate shall be granted access to the secure Affiliate Panel. From this Affiliate Panel the Affiliate shall be able to access



information with regards to the Affiliate's performance and commissions.

4.6 The Affiliate must provide shortly to VT Markets sufficient proof of identity documentation and where applicable proof of address, as these may be requested from time to time. VT Markets shall exercise due skill, care and diligence when entering into, managing or terminating any arrangement with an Affiliate and may provide the Affiliates with an appropriate and effective training in relation to the Services provided under this Agreement and the Affiliates shall be obliged to follow as per the Agreement.

4.7 The Affiliate must provide true and complete information to VT Markets, as these may be requested from time to time, about the Affiliate and/or Affiliate's activities, blog, website, social media profile and any other information directly and/or indirectly related to the terms of the present Agreement and notify VT Markets promptly in case of any changes.

4.8 The Affiliate upon the commencement of this Agreement, must provide immediately to VT Markets sufficient proof of ownership of Affiliate's blog, website and/or social media profile and/or as these may be requested from time to time.

4.9 The Affiliate acknowledges that it is aware of the contents and understands the VT Markets' Compliance and where applicable Anti Money Laundering Policies that could be found on VT Markets' website, which may be modified from time to time, and agrees to operate in accordance with the policies and procedures contained therein.

4.10 The Affiliate shall always maintain in force all necessary registrations, authorizations, consents and licenses to be enabled to fulfil its 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.

4.11 Whenever requested, the Affiliate shall supply details and evidence of its status and business and of the licensing and/or authorization requirements applicable to the Affiliate's activities at VT Markets' request.

4.12 The Affiliate hereby confirms and understands that shall not be entitled to receive any type of compensation when this is linked to the Affiliate's trading activity with VT Markets.

4.13 To promote and market the VT Markets Products and Services the Affiliate must use only the Promotional Material provided directly from VT Markets. In cases of Promotional Material being prepared by the Affiliate, the Affiliate shall provide these Promotional Materials to VT Markets and shall obtain prior written approval before use of such Promotional Materials. From the moment when such Promotional Materials shall be prepared based on pre-approval as stated before, such Promotional Material shall become a property of VT Markets. Promotional materials, the same as landing pages and other materials prepared by Affiliate in due course of this Agreement, must be used only after VT Markets has granted written approval before they are launched, only for purposes of this Agreement and must contain the Affiliate's logo and a disclaimer that shall state the following:

"All materials are prepared by the Affiliate and VT Markets bear no responsibility regarding provided information and/or materials. All claims should be addressed to the Affiliate. All rights of VT Markets reserved and VT Markets brand and logo could not be used without prior VT Markets' written consent".

4.14 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.

4.15 VT Markets hold the right to monitor the Affiliate's website, blog, social media profile and/or any other websites associated with the Affiliate as deemed necessary to make sure that:

a) it is up-to-date and to notify the Affiliate of any changes that VT Markets consider that could enhance Affiliate's performance, instructions which the Affiliate is obliged to follow and/or comply with;

b) it contains relevant Promotional Materials;

c) it does not breach IP rights and other proprietary rights of VT Markets;

d) content of the Promotional Material is clear, fair and not misleading;

e) it is in compliance with the provisions of this Agreement;

f) The Affiliate shall provide all necessary website raw data files, access to the account's dashboards and settings (social media and AdWords) for the purposes of monitoring all activity upon VT Markets' request. This shall include the accounts change history where necessary. Access shall be provided within 24 hours.

4.16 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. VT Markets reserve the right, at any time, to review the Affiliate's placement of Promotional Materials for the purpose of the present Agreement and approve its use of the Affiliate's Links. Further, VT Markets may require that the Affiliate changes the placement or use of such Promotional Material in order to comply with applicable VT Markets requirements such as:

a) The Affiliate's website and/or Social network should have a link directing



Prospective Clients to the VT Markets site;

b)The Company's logo, brand name, banners or information could be provided to the Prospective Client only with the prior written approval of the Company;

c)The Affiliate is obliged to place in an obvious location on the Affiliate's website its capacity as an Affiliate of the Company alongside with the name of the Company and Services to be provided.

4.17 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 VT Markets and/or the Affiliate Program and/or VT Markets Products and Services provided and/or engage in any other practice which may affect adversely the image, credibility or the reputation of VT Markets.

4.18 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 VT Markets and/or VT Markets Products and Services 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 VT Markets activities and business; or contains software downloads that potentially enable diversions of commission from other affiliates in this Affiliate Program.

4.19 Without prejudice to the foregoing, VT Markets shall not be responsible and the Affiliate shall bear sole responsibility for its 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 applicable law or any third-party rights.

4.20 VT Markets reserves 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 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 VT Markets suspect any fraud in the use of and/or abuse of the VT Markets' 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 is acting outside of the scope of this Agreement and/or is in breach of the terms and conditions of this Agreement and /or breach of applicable laws, regulations and directives and/or breach the conditions set out in Appendix A and VT Markets shall not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

4.21 The Affiliate hereby acknowledges and accepts that it is prohibited to use the Promotional Material and/or any other information provided by VT Markets in order to encourage users of its website and/or Prospective Clients of VT Markets to entrust the Affiliate with funds for management and/or to offer in any way investment advisory services to Prospective Clients on behalf of VT Markets. VT Markets shall have the right to regularly verify and/or monitor that the Affiliate does not proceed to any of the actions as stated hereunder and the Affiliate agrees to such monitoring and provide all the necessary assets upon request within 48 hours.

4.22 The Affiliate must not transmit to or in any way, whether directly or



indirectly, expose VT Markets website, content, platform and any other of VT Markets Property to any computer virus or other similarly harmful or malicious material, virus or device.

4.23 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 VT Markets site and/or leads customers to believe the Affiliate is VT Markets or any other affiliated business.

4.24 The Affiliate shall promptly inform VT Markets of any information or acts of a third party that has become known to the Affiliate that could potentially harm VT Markets and/or VT Markets Products and Services and/or their reputation in any way and manner.

4.25 The Affiliate cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for its activities with the name of VT Markets or any other similar words or phrases which may cause confusion with the main brand of the Company and/or VT Markets without the prior written consent of the Company. In addition, URL bidding is also prohibited, Affiliates must add brand terms as negatives and actively not target the brand through any media platforms settings where applicable. This includes, but not limited to, PPC, Social media (including videos), mobile networks and display networks.

VT Markets reserves the right to request direct read only access to any paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Access shall be granted within 24 hours of such a request.

4.26 The Affiliate hereby acknowledges and understands that he/she shall not introduce to VT Markets Prospective Clients from jurisdictions to which VT Markets does not offer services to. A list of banned jurisdictions is found on www.vtmarkets.com or can obtain a copy of this list by contacting



info@vtmarkets.com. As such, the Affiliate hereby consents and accepts that the Affiliate shall not be entitled to compensation in the circumstances where such Prospective Clients and/or Traders are introduced from the above-mentioned jurisdictions.

4.27 Where an Affiliate acts outside the scope of this Agreement and/or in breach of any of the provisions of the Affiliate Program and or if any of the provisions of Clause 4.20 above, herein applies, VT Markets shall have the right to cease the cooperation and take all the necessary measures against the Introducer, informing, at the same time, its Clients through VT Markets website and/or email, for such a termination.

4.28 VT Markets shall have the right to maintain registries and/or records with the Affiliates, their associated Clients and the activities being carried out under this Agreement.

4.29 The Affiliate should establish, implement and maintain a contingency plan for disaster and periodic testing of backup facilities, where this is necessary.

5. COMPENSATION

5.1 The Affiliate's compensation is calculated and awarded subject to the terms provided in Appendix A herein, as these may be amended from time to time at VT Markets' Partners absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the Affiliate or by announcement on any of the VT Markets site or within the Affiliate Panel.

5.2 In addition to amounts payable in accordance with clauses 5.1, VT Markets may pay to the Affiliate pay a monthly bonus depending on the number of Qualified Introduced Clients in a given month and the total Net Deposits for that month generated by those Qualified Introduced Clients. For clarity, the total Net Deposits must be at be at least 2.5 times (2.5x)



the accrued CPA payment for that months.

5.3 Compensation will be paid monthly in arrears, subject to satisfactory verification (where relevant), the terms and the Affiliate's plan and this clause 5.

5.4 Compensation will be paid within 15 days of the end of each calendar month, provided that:

a.the Affiliate's Commission balance is over USD \$1,000. If the Commission balance is less than USD \$1,000 for a given month, the balance will be carried over and added to the Commission entitlement for the following month. We reserve the right to void your Commission entitlement and terminate your membership of the Affiliate Program under clause 7 if your carried-over Commission balance fails to reach USD \$1000 within 6 consecutive calendar months.

b.the net deposits of the qualified referrals within a calendar month are greater than the payable commissions for that month. If the monthly net deposit is less than the monthly payable commissions, the commission balance will be carried over to the next month.

5.5 VT Markets will pay Commission to the Affiliate with the payment details registered by the Affiliate in the Affiliate Portal. The Affiliate acknowledges and agrees that it must at VT Markets' discretion, provide sufficient evidence to VT Markets to verify that the bank account or destination account is held under the Affiliate's name. VT Markets will not be liable for any delays if the Affiliate has not registered any payments, registered incorrect payment details or failed to provide a proof of bank account ownership.

5.6 Without prejudice to the foregoing, VT Markets have the right not to pay to the Affiliate the compensation as per Appendix A and/or annul any accrued payout and/or amend the terms of Appendix A and/or the terms of



the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:

- a) VT Markets 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
- b) Some form of abuse or market abuse or market manipulation may have taken place;
- c) The Affiliate acted dishonestly towards a Trader or a Prospective Client; or
- d) The Affiliate is found in breach of any term of this Agreement.

5.7 In the event where an Affiliate refers 5 or less Qualified Traders to VT Markets on any given month, VT Markets shall have the right to deduct up to 50% of the Trading Benefit payable to such Affiliate from any payment due to the Affiliate in accordance to this Affiliate Program.

5.8 In the event where a referred client withdraws 50% or more of his/her deposit before the commissions are paid, the referral will be deemed unqualified and therefore VT Markets has the right not to pay to the Affiliate for that referral.

5.9 Removal/Transfer of Traders:

5.9.1 Whereas a Trader has communicated to VT Markets that he/she wishes to be removed and/or transferred and/or unlinked from an Affiliate, VT Markets 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 VT Markets be liable for any consequences of any such removal from an Affiliate and/or transfer to another Affiliate.



5.9.2 In the event a Trader is transferred to another Affiliate during the Qualifying Period, VT Markets shall at their absolute discretion, determine whether any compensation regarding the Qualifying Period shall be paid and/or to whom Affiliate.

5.9.3 It is understood that in the event of a transfer from one Affiliate to another, the Qualifying Period shall not run afresh.

5.9.4 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 VT Markets, 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.

6. WRITTEN NOTICE

6.1 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 VT Markets site or within the Affiliate Panel.

6.2 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

6.3 Any such Written Notice shall be deemed to have been served:

- a) If sent by email, within one hour after emailing it;
- b) If posted on the VT Markets site or within the Affiliate Panel, within one



hour after it has been posted.

6.4 For the purposes of this clause, "business hours" mean between 9:00 and 17:00 GMT+10 on a Business Day (Monday - Friday).

7. AMENDMENT AND TERMINATION

7.1 The Affiliate acknowledges that VT Markets has the right to unilaterally modify the terms of this Agreement, Addendum and/or Appendices 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 VT Markets site and the Affiliate shall have an option to terminate the present Agreement by giving notice in writing.

7.2 The Affiliate may terminate this Agreement with immediate effect by giving Written Notice to VT Markets as per Clause 6 above herein.

7.3 VT Markets may terminate this Agreement with immediate effect by giving Written Notice to the Affiliate.

7.4 Upon termination of the Agreement, the Affiliate is obliged to return to VT Markets the promotional marketing giveaways and/or the Affiliate shall withdraw such Promotional Material upon termination of the said Agreement.

7.5 Termination of this Agreement shall have the effect of termination of the compensation arrangement as set out hereto with immediate effect. Any such termination shall not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

8. LIMITATIONS OF LIABILITY AND INDEMNITY

8.1 VT Markets shall 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 VT Markets have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall VT Markets' 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.

8.2 VT Markets make no express or implied representations or warranties regarding VT Markets service and website or the products or services provided therein, any implied warranties of VT Markets ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, VT Markets make no representation that the operation of VT Markets site shall be uninterrupted or error free, and we shall not be liable for the consequences of any interruptions or errors.

8.3 The Affiliate hereby agrees to indemnify and hold harmless VT Markets, their subsidiaries and affiliates, 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 VT Markets' 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 VT Markets.



9. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

9.1 VT Markets may process, use, store or otherwise process personal information provided by the Affiliate.

9.2 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.

9.3 The Affiliate agrees that VT Markets may pass information about the Affiliate which the Affiliate has provided to VT Markets 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 Affiliate's personal data and/or such personal data to be used for such purposes, the Affiliate shall give VT Markets Written Notice as per Clause 6 above herein.

9.4 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 VT Markets Written Notice.

9.5 Telephone conversations and/or electronic communications between the Affiliate and VT Markets shall be recorded and/or monitored and/or processed by VT Markets. The Affiliate by entering into this Agreement expressly consents to VT Markets to record and/or process these telephone conversations and/or electronic communications. All instructions received by telephone shall be binding as if received in writing.

Any recordings shall be and remain the sole property of VT Markets and



shall be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that VT Markets may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this Clause shall be provided to the Affiliate upon request and shall be kept for a period of five years and, where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

10. CONSENT TO DIRECT CONTACT

10.1 The Affiliate expressly invites the Company, for the purposes of administering the terms of this Agreement or otherwise marketing VT Markets Products and Services, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.

10.2 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.

11. CONFIDENTIALITY

11.1 All confidential information, including, but not limited to, any business, technical, financial, and customer information disclosed by VT Markets acquired by the Affiliate during negotiation or the effective term of this Agreement, shall remain the sole property of VT Markets. Without prejudice to the foregoing, information of confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of VT Markets, in the following circumstances:

a) where required by law or if requested by any regulatory authority or



exchange having control or jurisdiction over VT Markets or the Affiliate;

b) to investigate or prevent fraud or other illegal activity;

c) if it is in the public interest to disclose such information;

d) as provided in the Operative Agreements of the Company.

11.2 The rights granted by this section of the Agreement will be in accordance to VT Markets' Private Policy available on the website www.vtmarkets.com and in line with any applicable legislation and/or regulation and/or the General Data Protection.

12. PROPRIETARY RIGHTS

12.1 VT Markets grants to the Affiliate, for the duration of this Agreement, a nonexclusive, nontransferable, revocable right to access the VT Markets 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 shall extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising VT Markets Products and Services.

12.2 It is hereto understood that the Affiliate shall not modify or change the Link or Promotional Materials or any other materials provided by VT Markets howsoever.

12.3 The Affiliate shall not use any VT Markets Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to VT Markets.

12.4 VT Markets reserve all of their rights in the materials provided and all of its other proprietary rights.

12.5 VT Markets shall be entitled to revoke this license to use the Link or the Promotional Materials at any time and at its sole discretion.



12.6 Any inappropriate use of the Link, text, banners, trademarks, trade names, service marks and other intellectual property or other advertisements not expressly approved of in writing or provided by VT Markets may cause immediate termination of this Agreement.

12.7 In the event of termination of this Agreement for any reason, the Affiliate shall promptly surrender, and deliver to VT Markets any proprietary and/or Promotional Materials.

12.8 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 VT Markets during the course of this Agreement.

12.9 Except as permitted herein, the Affiliate shall not and is not authorized to (i) use the "VT Markets" and/or "VT" trademark, name or any of VT Markets' other intellectual property (or any variations or misspellings thereof or other term or terms confusingly similar to any of the foregoing) (all of the foregoing, including without limitation, the "links" and the "licensed materials" of VT Markets, without VT Markets' express prior written permission; (ii) use of VT Markets' IP address in a domain or website name, in any bids for keywords or google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), in any metatags, google AdWords (or similar programs at other search engines), key words, advertising, search terms, code, or otherwise; (iii) cause or create or act in any way that causes or creates or could cause or create any "initial interest confusion" over the use of VT Markets' IP on the internet or in any search engine advertising.

12.10 Such a use of VT Markets' IP rights in any manner, other than as expressly permitted herein (in addition to being a breach of this



agreement) shall constitute unlawful infringement of VT Markets' trademarks, copyrights or other intellectual property rights, and may subject the Affiliate to claims for damages (including without limitation, treble damages for knowing or willful infringement), and the obligation to pay any legal fees and costs in connection with any action or proceeding in which VT Markets seek to enforce their rights under this agreement or with regard to any of our intellectual property rights.

12.11 The Affiliates is hereby deprived from any right to use "VT Markets" and/or "VT" as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorized usage of "VT Markets" and/or "VT" for personal needs and not related to this Agreement. Also, it is prohibited without VT Markets' written approval to use VT Markets' registered trademarks, trade names, service mark, copyright, license, intellectual property, and other proprietary information.

13. FORCE MAJEURE

13.1 VT Markets shall not be liable for the non-performance or improper performance of its obligations under this Agreement, should 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; Labour 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, malfunctioning and/or nonoperation 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 shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the VT Markets' reasonable control, and the effect of that event(s) is such that VT Markets is not in a position to take any reasonable action to prevent.

13.2 If VT Markets determine in their reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) VT Markets may without prior Written Notice and at any time take or omit to take all such actions as VT Markets deem to be reasonably appropriate in these circumstances.

14. DISPUTE RESOLUTION

14.1 The parties further agree that they shall use the following procedure to identify and resolve Disputes between them:

- a) either party may identify a Dispute by sending a Dispute Notice to the other party as per Clause 6 above herein;
- b) on or following the Dispute Date, the parties shall 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)

15. MISCELLANEOUS

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

15.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by VT Markets shall constitute a waiver by VT Markets 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.

15.3 Any liability of the Affiliate to VT Markets under this Agreement may in whole or in part be released, compounded, compromised or postponed by VT Markets in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by V VT Markets 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 VT Markets of a breach of any of the terms of this Agreement or a default under these terms shall not prevent VT Markets from subsequently requiring compliance with the waived obligation.

15.4 The rights and remedies provided to VT Markets under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.



15.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and VT Markets.

15.6 The Affiliate shall not represent itself as agent of the Company and the Affiliate shall have no authority or power to bind VT Markets or to contract in the name of or create a liability against any of these.

15.7 The Affiliate agrees to inform V VT Markets about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.

15.8 VT Markets 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.

15.9 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 VT Markets and any purported assignment, charge or transfer in violation of this term shall be void.

15.10 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.

15.11 No variations of this Agreement are effective unless made in writing, signed by both Parties or their authorized agents.

15.12 This Agreement shall be governed by and construed in accordance



with the laws of Mauritius. With respect to any proceedings, the Affiliate irrevocably:

- a) agrees that the courts of Mauritius shall have exclusive jurisdiction to determine any proceedings;
- b) waives any objection which the Affiliate may have at any time to bring any proceedings in any such court; and
- c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Affiliate.

15.13 This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between Parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between Parties or either of them.

15.14 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.

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

Appendix – Compensation

Important Notes:

1 All amounts referred to are in United States Dollars (USD), unless stated otherwise.

2 The standard size for 1 FX lot is 100,000 units of currency; The standard size for 1 Gold lot is 100 ounces of gold.

Executed by the Affiliate



In accordance with the laws of the country in which the Affiliate is located.