



AMEGA

Affiliate Agreement

Effective October 10, 2019

General Provisions	2
Customer identification	3
Customer relations	3
Rights and obligations of the affiliate	4
The rights and obligations of the Company	6
The principles of Partner and Customer engagement	7
Settlement of disputes	8
Privacy policy	8
The definition of income and settlement of the Parties	9
Final provisions	10

Below, you will find the AMEGA Affiliate Agreement. Any client wishing to become an Affiliate must read it and agree to the rules contained therein whilst registering as an Affiliate in My Account on the amegafx.com website. The act of registering as an Affiliate indicates that you agree fully to the terms of the Agreement.

AMEGA (hereinafter referred to as "the Company") on the one hand and a natural person or legal entity who has completed the registration procedure in the Affiliate section of the website (hereinafter referred to as "the Affiliate") on the other hand shall be collectively referred to as "the Parties". The Parties have entered into this Affiliate Agreement (hereinafter referred to as "the Agreement") which stipulates the rules for the referral of traders and sub-affiliates of various levels (hereinafter referred to as "the Customers") by the Affiliate.

1. General Provisions

- 1.1. The Company and the Affiliate undertake coordinated obligations directly connected with attraction of Clients to the Company and conclusion of trading transactions with Customers at the instruments offered by the Company in the manner and under the conditions specified in the Contract offer.
- 1.2. Affiliate assumes the rights and obligations set forth in this Agreement to seek and attract customers, as well as other rights and obligations under this Agreement. Fulfilling the commission pursuant to this Agreement, Partner shall act on its behalf and at his own expense to attracts customers to the Company.
- 1.3. The Affiliate acknowledges that this Agreement is not an agency contract.
- 1.4. The Affiliate unconditionally acknowledges that all involved on his behalf, Customers are customers of the Company.

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

2. Customer identification

- 2.1. When registering, the Affiliate is required to provide reliable data.
- 2.2. The company has the right to require confirmation of any information provided during registration in the affiliate program. For this purpose, the Company may at any time require the Affiliate to provide an electronic passport copy or a copy certified by a notary (at the Company's discretion).
- 2.3. Should any information provided by an Affiliate during registration change, the Affiliate shall immediately inform the Customer Support team of the Company of these changes and request the Company to update the information.
- 2.4. The Affiliate acknowledges that any information provided during registration may be used by the Company for the purpose of anti-money laundering campaign.

3. Customer relations

- 3.1. The Affiliate shall not be entitled to conduct operations with a trading account of the Client.
- 3.2. Partner has no right to organize monetary relations with the clients on behalf of the Company (including receiving cash payments and bank cards, etc.).

- 3.3. The Affiliate has no right to attract Clients by using unacceptable methods and techniques. These prohibited methods and techniques are including: fraud, misrepresentation, providing incomplete information about the risks arising when investing in financial instruments, and other.
- 3.4. The Affiliate should provide Customers with explanations regarding the content of contracts and services provided by the Company.
- 3.5. The Affiliate is obliged to warn the Client about the risks associated with participation in trading on the foreign exchange markets before the conclusion of the Client agreement.
- 3.6. The Affiliate shall refrain from giving a Customer recommendations and pieces of advice concerning trading operations on the trading account. If otherwise, the Company shall not bear responsibility for consequences of the recommendations and pieces of advice.

4. Rights and obligations of the affiliate

- 4.1. Affiliate undertakes to attract customers to register on the website of the Company on the terms offered by the Company.
- 4.2. The Partner is required to be competent in the services provided by the Company, the main competitive advantages of the Company, and master General information about international financial markets.
- 4.3. The Affiliate is obliged to follow all the changes in the Company news, promotion actions, and to promptly inform the Clients in the group Affiliate.
- 4.4. The Affiliate shall provide comprehensive information support to

Customers who belong to the group Affiliate as well as resolving

Customer problems associated with their participation in trading on the foreign exchange markets.

- 4.5. Affiliate has no right to enter into sub agencies and other agreements (agreements, contracts), which can be transmitted powers Affiliate or a part thereof under this Agreement to any third party, except with the prior written consent of the Company. An assignment of the claim of the present contract is possible only with the consent of the Company.
- 4.6. The Affiliate may provide potential Clients a variety of promotional information about the Company, referring to the relevant sections on the Company website, and other information, the reliability of which is confirmed by the Company.
- 4.7. The Affiliate has the right to independently plan and carry out marketing and advertising campaigns.
- 4.8. In case of any problems related to business running and rendering the Company's services, the Affiliate shall contact the Company with details of a problem so that the Company can consult the Affiliate in time on possible ways to solve it.
- 4.9. The Affiliate has no right to place any advertisement with an affiliate referral link to the Company's site or to any other web-resource in the Yandex, Google systems of contextual advertising to avoid conflict of interests.
- 4.10. The Affiliate has no right to place any advertisement with an affiliate referral link to the Company's site or to any other web-resource in the Yandex, Google systems of contextual advertising, banner exchange, internet guides, etc. using AMEGA and all possible variants of its spelling as a key-word, as well as using consonant words in any

language.

- 4.11. The Affiliate has the right to use promotional materials provided by the company: banners, text links, landing pages etc.
- 4.12. The Affiliate has a right to attract other clients and earn a commissions from their trades via any available affiliate programs in My account section.
- 4.13. The Affiliate shall undertake not to advertise the Company in any geolocation where the advertising or activities of the Company are prohibited by the legislation of the country and shall bear responsibility for such actions.

5. The rights and obligations of the Company

- 5.1. The Company is obliged to open trading accounts for Customers referred by the Affiliate pursuant to the Public Offer Agreement.
- 5.2. Enables clients to trade through the system established by the Company trading platforms.
- 5.3. The Company is obliged to maintain a comprehensive record of all operations made by Customers.
- 5.4. Exercise control over the activities of the Affiliate`s performance of its functions and duties under this Agreement.
- 5.5. The Company is obliged to make payments to the Affiliate on the basis of the 3 Clause of the present Agreement.
- 5.6. The Company reserves the right to request the Affiliate to provide a full report on the progress and results of companies and activities to attract Customers.

- 5.7. The Company shall pay commission to Affiliates for trades, as they are made, by traders that the Affiliate referred to the Company. The Commission is paid automatically though there can be a slight delay due to the processing of data by the server. Commission and referred trader stats are displayed in the "Affiliates" section of My account. Only active trading accounts are taken into consideration.
- 5.8. Attracted by the Client Affiliate may not be a partner himself and his relatives and any other affiliates. If you find any data crossing the Affiliate and the Customer (such as passport details, address, phone number, e-mail, ip-address, etc.) The Company has the right to exclude from the list of login Client Affiliates and revoke accrued commission. The accounts are traded on an ip-address, equal to one active account, and in the case of intersection with the same name are considered to be affiliates and can not participate in the program.
- 5.9. The Company reserves the right to terminate the contract unilaterally in case of violation or failure by Client of the terms of this Agreement.
- 5.10. Company is not responsible for the agreement between the Partner (IB) and the customers, including the distribution of rebate and clients funds are traded by the Partner (IB).

6. The principles of Partner and Customer engagement

- 6.1. The Affiliate has a right to attract other clients via their own or other internet sources: websites, forums, blogs etc., that meets requirements of the Company taking into account the requirements of the 3 Clause of the present Agreement.
- 6.2. Clients ' Registration and enter in a Affiliate's group occur by one of the

following ways: - by Customer use Affiliate links to go to the official

website of the Company; - a Customer enters an affiliate code in the trading account registration form.

- 6.3. Customers are assigned to affiliates on a permanent basis.
- 6.4. In order to exclude unfair competition, it is prohibited to move Clients from one Affiliate group to another.
- 6.5. The Affiliate is prohibited to use redirects and any other form of forced redirection of users to the official website of the Company.

7. Settlement of disputes

- 7.1. The Affiliate is entitled to assert a claim in case of disputable situation. Claims must be made within five working days of the dispute arising.
- 7.2. Complaints should be sent in email format from the Affiliate's registered email address to the official email address published on the Company's website and must include the word "Affiliate" in the subject line.
- 7.3. The Company is obliged to examine the Affiliate's claim, deliver a decision on the dispute with the shortest possible delay and email it to the Partner. Maximum period for dispute investigation is 10 working days since the date the claim was filed.
- 7.4. In case of any dispute in connection with the execution of this Agreement, the parties will attempt to resolve the situation through negotiations.

8. Privacy policy

- 8.1. The Affiliate agrees not to disclose any information received from the

Company in the process of joint activities, and information and data

contained in this Agreement, during the term of this Agreement and five years after its termination.

- 8.2. The Affiliate is not allowed to provide competing third parties confidential information that reveals the mechanism and methods of activity of the Company in providing its services.
- 8.3. The Affiliate agree to maintain the confidentiality of all information regarding personal data of Clients, data on their accounts and their transactions.

9. The definition of income and settlement of the Parties

- 9.1. Commissions are displayed on special affiliate account in My account - Affiliates section. Partner can implement withdrawal operations with cash affiliate account in accordance with the partnership agreement.
- 9.2. The Company shall pay the Affiliate a commission value that stated on official website from each trade made on instruments.
- 9.3. The Company is entitled to charge the remuneration for the partner on Clients transactions carried out at the expense of imperfection of the trading platform, as well as exclude such Clients from Affiliates group.
- 9.4. In case of detection on account of the attracted Customer orders, contrary to the terms of the Contract, terms of use of the bonus system, and, in the case of receiving affiliate commissions from accounts suspected of cheating, the remuneration received from such accounts is subject to cancellation in full, and the Customers themselves - to remove from the Affiliate's group.
- 9.5. A commission is credited to the affiliate account immediately after a

referred Customer closes a trade.

- 9.6. Affiliate's remuneration per one deal cannot exceed \$100.
- 9.7. The Company reserves the right to change the amount of partner commission without notice, based on the market situation.

10. Final provisions

- 10.1. The terms of this Agreement may be amended or supplemented by the Company unilaterally with a notice of three calendar days.
- 10.2. Any of the parties hereto is entitled in unilateral extrajudicial manner to refuse to perform this Agreement by notice to the other party, not less than five days.