

Introducing Broker and Affiliate Agreement



TRADEFILLS
WHERE EXECUTION MATTERS

TradeFills Limited is registered in the Financial
Services Authority of Saint Vincent and Grenadines
Registration number: 26568 BC 2021

Email: support@tradefills.com

INTRODUCING BROKER AND AFFILIATE AGREEMENT

1. INTRODUCTION

TradeFills Limited is incorporated in St. Vincent & the Grenadines as a Business Company with the registration number 26568 BC 2021 in accordance with the Business Companies (Amendment and Consolidation) Amendment Act 2018 on December 14, 2021. The Objects of the Company as set out under Section 9 of its Articles of Incorporation is dated and registered with the Authority. The objects of the Company are all subject matters not forbidden by Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities, the participation in other enterprises. To provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments. The website www.tradefills.com is operated by TradeFills Limited, with registered office at Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont Kingstown, St. Vincent and the Grenadines and NOT by any affiliate entity.

Both the Affiliate and the Company may hereinafter collectively be referred to as the “Parties” and each of them as a “Party”, where the context requires so.

WHEREAS:

1.1. The Company is a broker providing trading services in CFDs on Forex and Commodities to both retail and institutional Clients;

1.2. The Affiliate is an independent contractor who is engaged in the business of only soliciting Clients in respect of financial services transactions carried out by the Company and is willing to act as a mediator and is remunerated as a mediator in the process of identification of suitable opportunities for the Company to provide the financial services licensed to provide and specifically to generate leads, create consumer interest towards the products and services offered by the Company and in general carrying out any actions deemed necessary aiming to the successful conclusion of a contractual relationship between the Company and introduce Prospective Clients to the Company.

1.3. The Parties wish to set out the terms and conditions of their relationship where the Affiliate would provide intermediary services and carry out any preparatory tasks deemed necessary

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towards the Company for canvassing Prospective Clients with the scope to enter into an Operating Agreement with the Company. The Affiliate will act as a mediator between the Company and the Prospective Clients for introducing Prospective Clients of its network and / or explaining the financial services the Company is registered to offer to all of its Clients and will act as an intermediary doing all that is required and necessary for the conclusion of contractual relationship between the Company and the Prospective Clients the service of introducing Prospective Clients to the Company.

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

2. GENERAL TERMS AND CONDITIONS

2.1. The Agreement is entered between the Company and the Affiliate in respect of the provision of services in their individual capacity. The Agreement is valid for an indefinite period of time, unless terminated under the provisions of clause 11.

2.2. This Agreement and all Appendices constitute the entire Agreement between the Parties and will supersede and replace all prior arrangements, in written form, between the Parties.

2.3. Each Party acknowledges that, in entering into this Agreement, they do not rely on any representation, warranty or other term not forming part of this Agreement.

2.4. The Affiliate will not describe himself as an agent of the Company and will not hold himself out or act, or authorize or permit any person to hold it out or act, as an Authorized or permitted person to bind the Company to a third party in any way, unless otherwise been agreed between Parties, in written form.

2.5. It is agreed and understood by both parties that that the Company has the absolute right, after giving to the Affiliate prior notice, to change the terms of this Agreement. It is noted that any changes to this Agreement are subject to prior approval from the Affiliate.

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3. DEFINITIONS AND TERMS

3.1. Account: Shall mean any trading account opened with the Company.

3.2. Affiliate: Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company and carrying out activities deemed necessary for the conclusion of an agreement between the Company and its Client, as per the provisions of the present Agreement, for the purpose of introducing clients to the Company

3.3. Ask: Shall mean the higher price in the Quote being the price at which the Client may buy.

3.4. Balance: Shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the trading account.

3.5. Base Currency: Shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

3.6. Bid: Shall mean the lower price in the Quote being the price at which the Client may sell.

3.7. Complementary Agreement: Shall mean an additional agreement executed between the Affiliates and /or sub-Affiliates of the Company. This type of agreement is valid only in the event where Prospective Clients who become Clients are offered financial instruments whose price are subject to mark-up and the Company has obtained its consent. It is noted that the Remuneration scheme in place between the Company and its Affiliates or sub-Affiliates under these circumstances will be defined in the Complementary Agreement only.

3.8. Completed Transaction: Shall mean two counter deals of the same size (opening a position and closing a position); buy then sell and vice versa.

3.9. Contract for Difference (CFD): Shall mean a contract, which is a contract for differences by reference to fluctuations in the price of the underlying asset (shares, futures, metals, indices etc.), without right for physical exchange of the underlying asset).

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3.10. Currency Pair: Shall mean the object of a Transaction based on the change in the value of one currency against the other.

3.11. Effective Date: Shall be the date upon which the Affiliate agrees to the Terms and Conditions of the present Agreement and submits the Online Application Form on the Company(s) Main Website(s)

3.12. Existing Clients: shall mean:

A. a Client who already had a trading account with the Company at the moment when the Affiliate mediated and solicited the Client for the first time to the same, or

B. a Client who, further to the mediation and canvassing of the, has been introduced by the Affiliate and has opened a trading account with the Company

3.13. Force Majeure Event: Shall have the meaning as set out in clause 16.

3.14. Initial Margin: Shall mean the margin required by the Company to open a position. The details for each Instrument are in the Contract Specifications

3.15. Instrument: Shall mean any Currency Pair or Contract for Differences.

3.16. Intellectual Property: Shall mean patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, website content, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

3.17. Introduced Client: Means the Prospective Client which has been introduced to the Company by the Affiliate and for which the Affiliate mediated for the facilitation assistance towards the creation of awareness and to the successful conclusion of a contractual relationship between the Company and the Prospective Client in respect to the financial services the Company is licensed to provide and has not been accepted by the Company as its Client yet.

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3.18. Long Positions: Shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

3.19. Margin Trading: Shall mean such trading when the Client may make Transactions having far less funds on the trading account in comparison with the transaction size.

3.20. Necessary Margin: Shall mean the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Products Specifications.

3.21. Open Position: Shall mean a Long Position or a Short Position which is not a Completed Transaction.

3.22. Operative Agreements: Shall mean the agreements entered into by the Client and the Company that govern all trading activity of the Client. Operative Agreements consist of the Account Opening Agreement, the Terms of Business, including in each case any addendums thereto and the risk disclosure notice, accessible through the Website as the same may be amended from time to time. In addition, it also includes the Best Execution Policy, Conflicts of Interest Policy, Complaints Handling Process, Investors Compensation Fund Policy, Privacy Policy and Client Categorization Policy.

3.23. Order: Shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

3.24. Order Level: Shall mean the price indicated in the Order.

3.25. Quote: Shall mean the information of the current price for a specific four decimal digit Instrument, in the form of the Bid and Ask prices.

3.26. Quote Currency: Shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency

3.27. Pip: Shall mean the numerical value of the last, or right-most, digit of a Quote.

3.28. Principal

A. a sole proprietor of a sole proprietorship;

B. a general partner of a partnership;

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C. a director, president, chief executive officer, chief operating officer or chief financial officer of a corporation, limited liability company or limited partnership;

D. a manager, managing member or a member vested with the management authority for a limited liability company or limited liability partnership.

3.29. Promotional Material: Shall mean any communication that relates to the Company or its services made to or directed at, or that relates in any way to the solicitation of a Prospective Client or a transaction in an Existing Client's trading account. Promotional Material includes, but is not limited to, published written texts, training materials, advertisements, market analysis, and research reports, correspondence to Existing Clients or Prospective Clients, newsletters and generally anything written that assists in the solicitation process. Such promotional material will be provided by the Company to the Affiliate. Authorization to us such Promotional Material shall not be considered as relieving the Affiliate from any of its obligations to act as a mediator. It is herein understood that the Affiliate will be remunerated as mediator.

3.30. Propriety Information: shall mean information, including, but not limited to, trade secrets, formulae, methods techniques, confidential information, computations, knowledge, data or other information of either Party relating to software products, trading platform, trade routing systems, counterparties, processes, know-how, marketing, merchandising, selling ideas, selling concepts or other confidential information, forecasts, marketing plans, strategies, pricing strategies, computer programs, copyrightable materials, finances or other subject matter pertaining to any of the Parties' business, or any of its clients, Clients, consultants or suppliers, which either Party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

3.31. Proprietary Property: Shall mean any property, including, but not limited to, Intellectual Property Rights, records, forms, trade literature, newsletters, market reports, articles, computer software and any reproduced copies or negatives thereof, and any Proprietary Information or such other information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the Affiliate during the relationship created by this Agreement.

3.32. Prospective Client: Shall mean an individual or an entity which is identified by the Affiliate as a business opportunity for the conclusion of a financial contract by the Company, and which does

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not have an account with the Company and who has been introduced by the Affiliate for the purpose of concluding an agreement with the Company.

3.33. Sub Affiliate: Shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between Prospective Clients and the Company for the conclusion of an agreement between the Company and its Client, as per the provisions of the Affiliate Agreement, for the purpose of introducing clients to the Company, and is assigned under to another Affiliate

3.34. Short Position: Shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

3.35. Spread: Shall mean the difference between Bid and Ask

3.36. Transaction: Shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

3.37. Unlinked Clients: Means any Client which has been introduced to the Company by the Affiliate and wished to be unlinked from the Affiliate.

3.38. Website: Shall mean the Company's website at www.tradefills.com or such other websites as the Company may maintain from time to time for access by Clients.

3.39. Written Notice: Shall have the meaning set out in clause 12.

3.40. All references to a statutory provision include references to:

A. any statutory modification, consolidation or re-enactment of it, whether before or after the Effective Date of this Agreement, for the time being in force;

B. all statutory instruments or orders made pursuant to it; and

C. any statutory provision of which that statutory provision is a re-enactment or modification.

3.41. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

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3.42. Unless otherwise stated, reference to a clause, party, appendix or a schedule shall mean a clause or a party, appendix or schedule of this Agreement.

3.43. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

4. ELECTRONIC AGREEMENTS AND AFFILIATE ACCEPTANCE

4.1. The Affiliate hereby acknowledges that the following actions show his approval of this Agreement and agrees to all the terms and conditions set out in this Agreement:

A. By completing and/or submitting and/or accepting the Affiliates' Online Application Form on the Company's Main Website(s);

B. By continuing to access or use the Company's Main Website(s);

C. By identifying suitable opportunities for the Company soliciting clients and mediating for the generation of leads, consumer interest towards the products and services the Company ultimately referring Prospective Clients to the Company directly or through the Company's Main Website(s) in line with the requirements and/or terms and conditions of this Agreement; and/or

D. By accepting any commissions and/or payments from the Company or any of its Clients for the action of mediation carried out.

4.2. Under the provisions of the Law on the Legal Framework for Electronic Signatures and other Related Matters (L.188(I)/2004), the Law on Certain Aspects of the Services of the Information Society and especially of Electronic Commerce and other Related Matters (L.156 (I)/2004) and the Distance Marketing of Consumer Financial Services Law (L.242 (I)/2004) a distance contract is legally binding upon the contractors without the requirement of a signature. The Affiliate hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement. The Affiliate

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further acknowledges and consents to the availability and/or provision of information through the Company's website.

5. REPRESENTATION AND WARRANTIES

5.1. The Affiliate, acting as a mediator, acknowledges that the Affiliate is aware of the contents and understands the Company's Compliance and Anti Money Laundering Policies, as modified from time to time, and agrees to conduct the Affiliate's business in accordance with the policies and procedures contained therein.

5.2. The Affiliate represents and warrants that all actions to be performed by him under this Agreement will comply with by Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009 and/or any other applicable laws and/or regulations, currently in effect in the Republic of St. Vincent and the Grenadines as amended from time to time and/or any other laws and regulations which shall come into force after the Effective Date of this Agreement. The Affiliate hereby acknowledges that he is solely responsible for being updated on any matters related to the Law and/or any other applicable laws and regulations of the St. Vincent and the Grenadines.

5.3. The Affiliate, acting as a mediator, must provide true and complete information to the Company at all times; including but not limited to his identity, contact information, payment instructions, nationality, residency, participation in any affiliate programs for other websites, the location and nature of the Affiliate's intermediation activities carried out for the purposes of actively mediating for introducing Prospective Clients to the Company and for providing assistance for the successful conclusion of an Operative Agreement, and any other information that the Company may request from time to time. In addition, the Affiliate must provide to the Company the means to be used for introducing Prospective Clients to the Company. These means include, inter alia, the list of websites operated by Affiliates.

5.4. The Affiliate will carry on his operations and business as an independent contractor and not as an agent and/or employee and/or representative of the Company.

5.5. The Affiliate is not allowed and/or is restricted from providing investment advice to any of the Prospective Clients introduced by him to the Company. The Company shall be responsible for the

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provision of information to the Clients with regards to any commissions and/or charges and/or fees and/or inducements received by the Affiliate under this Agreement. The Affiliate's obligations under this Agreement shall be limited to the provision of intermediary financial services for the identification of suitable opportunities for the Company to provide the financial services it is licensed to provide including the generation of leads, creation of consumer interest and ultimately to the introduction of Prospective Clients to the Company. For the Prospective Clients the Affiliate will endeavor and carry out all actions deemed necessary so as for the Company to enter into a contractual relationship with Prospective Clients, including providing clarifications to the Prospective Clients in respect to the financial services offered by the Company and the Company's business and policies.

5.6. The Affiliate represents and warrants that, in respect of the services contemplated under this Agreement, he shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, by, amongst other things:

- A. Maintaining adequate policies and procedures to ensure compliance with the applicable relevant requirements;
- B. By signing this Agreement, the Affiliate certifies that he currently complies with the applicable relevant requirements. The Affiliate shall provide such supporting evidence of compliance as the Company may reasonably request;
- C. Ensuring that any officer, employee, agent, representative or such other person connected to the Affiliate complies with the applicable relevant requirements.

5.7. Whenever requested, the Affiliate will provide details and evidence of his status and business and of the licensing and/or authorization requirements applicable to the Affiliate's activities at the Company's request.

5.8. In the case of the Affiliate maintaining a website for promoting his business then without limitation to the obligation of the Affiliate to act as a mediator the following functionalities and information should be included:

- A. A link should be available directing Prospective Clients to the Company's Main Website;
- B. The Company's information and/or logo and/or banners and/or brand names are provided to Prospective Clients with the prior written approval of the Company. In such a case the logo should

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indicate that it is the property of the Company and indicate that the website is a tool for registration of Prospective Clients with the Company. It is noted that the Company's information, banners and any material to be included in the Affiliate's website must be provided by the Company as described in clause 5.10.

C. The Affiliate is under the obligation to disclose the capacity in which it is acting, when contacting or before dealing with any Prospective Client. In addition, the Affiliate is required to place in an obvious location at its offices, including any branches it may possess, a clearly readable announcement, at which its capacity as Affiliate of the Company will be presented, alongside with the name of the Company and the Services to be provided.

5.9. The Company shall provide the Affiliate with all the necessary information and/or promotional material and/or any functionalities relating to the Company, that the Company wishes for the Affiliate to upload on his website. The Company shall also provide the Affiliate with any updates in relation to the information and/or promotional material and/or functionalities of the Company. The Company shall be entitled to conduct checks on the Affiliate's website to ensure that the Affiliate does not upload any information and/or promotional material and/or functionalities of the Company which was not provided by the Company. The Affiliate is prohibited from making any alterations to the promotional material and/or functionalities provided by the Company, without Company's prior written consent.

5.10. For the avoidance of doubt, the obligations of the Affiliate to solicit Prospective Clients under this Agreement are not lifted in cases where the Clients reach the Company through the website of the Affiliate.

5.11. The Affiliate undertakes that he will not use the name and/or brand and/or any Proprietary Property or Proprietary Information or the trading platform of the Company in his dealings with any Prospective Client except for the purpose of introducing the Prospective Client to the Company.

5.12. The Affiliate is not allowed and/or is restricted from holding and/or operating a trading account for any Client and/or carry on any trades for any Client and/or providing any other service to the Client other than the services agreed under the terms and conditions of this Agreement. In addition, the Affiliate is not allowed and/or is restricted from accepting and keeping any Prospective Clients' funds to be used in relation to the service offered. The Affiliate's provision of services to the

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Company is limited only to the introduction of Prospective Clients to the Company, unless otherwise been agreed between Parties, in written form.

5.13. The Affiliate agrees that he will not in any way represent and/or imply to any Prospective Client that the Company provides guarantees against potential losses and/or limits potential losses of any Prospective Client.

5.14. The Affiliate agrees that he will not in any way represent and/or imply to any Prospective Client that the Company provides guarantees against potential losses and/or limits potential losses of any Prospective Client Clients to the Company. For the Prospective Clients the Affiliate will endeavor and carry out all necessary actions so as for the Company to enter into an agreement with the Prospective Client, including providing clarifications to the Prospective Clients in respect to the financial services offered by the Company and the Company's business and policies.

5.15. The Affiliate will promptly inform the Company of any regulatory and/or legal investigation or illegal interference into its commercial affairs, and will disclose to the Company details of any past sanctions imposed on the Affiliate during the last five (5) years, prior to the Effective Date of this Agreement.

5.16. The Affiliate acknowledges and agrees that he is responsible for the payment of all relevant duties and/or changes and/or taxes arising from the course of his business.

5.17. The Company shall be responsible for providing Clients with any disclosures required under applicable law and regulations, including without limitation, those disclosures required by the rules or regulations of self-regulatory Organizations or exchanges of which the Company is a member. If the Affiliate is required under applicable laws and regulations to provide certain disclosures, the Affiliate will be responsible for providing such disclosures.

5.18. The Affiliate should regularly check the Company's website for any updated Terms and Conditions of trading as well as any other disclosures or promotions issued by the Company and are available at the Company's website.

5.19. The Affiliate is prohibited from communicating with a Potential Client who becomes a Client, unless otherwise been agreed between Parties, in written form.

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5.20. In the event where the Affiliate is a legal entity, the Affiliate confirms and ensures that its employees shall execute and perform their duties and responsibilities in accordance with the provisions of the Agreement as well as the law and regulations for protection of data and any other legislation related to the provisions of their services.

5.21. The Affiliate must comply with any business-related instructions or directions given by the Company in relation to the Company's services.

5.22. The Affiliate assures that it will show best skill, interest, and high level of professionalism so as to satisfactorily fulfil his obligations arising under the Agreement. It is understood that the Affiliate shall undertake all necessary steps so as the Confidentiality obligations arising under this Agreement, to be extended to all employees, agents and/or representatives of the Affiliate.

5.23. It is understood that the Affiliate is not allowed to provide any other services which are not outlined in this Agreement, including without being limited to investment advisory, consulting and advertising services, unless otherwise been agreed between Parties, in written form.

6. AFFILIATE RELATIONSHIP AND ACTIVITIES

6.1. The Affiliate will provide intermediary financial services for the purposes of identifying suitable opportunities for the Company to provide the financial services it is licensed to provide and act as a mediator carrying out all tasks necessary with the aim to introduce to the Company such Prospective Clients willing to trade with the financial products / services offered by the Company, including the provision of intermediary financial services for improving the quality of the services offered by the Company. For the Prospective Clients the Affiliates will act a facilitator and it will endeavor and carry out all necessary actions, including negotiations with the Company and the Prospective Clients, so as for the Company to enter into a contractual relationship with the referred Prospective Client.

6.2. The Affiliate must provide the Prospective Client with his identification number, which will be provided to him during the opening of an affiliate account with the Company.

6.3. The Affiliate, acting as an intermediary between Prospective Clients and the Company shall support, where and if applicable, with providing assistance in completion of account registration forms for opening an account with the Company, collection client document, assist the Prospective Clients with potential face to face meetings, following and assisting the Company with the

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implementation of its KYC and AML procedures that may include the safekeeping of documents and other assets provided by the Company or the Introduced Client.

6.4. For the scope to recognizing and detecting Prospective Clients that are suitable to the financial products and services the Company is licensed to provide, the Affiliate shall proceed with the following intermediary financial services:

- Introduce and create consumer interest towards the financial products and services the Company is licensed to provide to its Clients;
- Provide information and explanations to Prospective Clients with respect to the Company and the financial products and services the Company is licensed to provide;
- If required by the Company, to distribute to Prospective Clients information with respect to the Company and the financial products and services the Company is licensed to provide, through its website and or through the organization of presentations and/or analysis of these financial products and services, educational seminars, campaigns and other events;
- Facilitate and explain to Prospective Clients the Company's business and policies
- Assist with the collection and process of commercial and other information which may be required by the Company for the purposes of the evaluation exercise of the Prospective Clients carried out by the Company before the conclusion of a contractual relationship between the Company and the Prospective Clients.

6.5. The Affiliate shall inform any Prospective Client through the affiliate's website, that he is considered the Company's Client, and is subject to all of the Company's rules, policies and operating procedures as any other Client of the Company who has opened an account with the Company and has completed the verification process.

6.6. Non-funded and credit funded accounts, cannot be assigned to the Affiliate.

6.7. Nothing in this Agreement shall create an employment relationship between the Company and the Affiliate or any other form of relationship such as joint venture, partnership or any other legal relationship between the Affiliate and the Company. The Affiliate shall receive remuneration of the

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provision of service of introducing Prospective Clients to the Company in accordance with Clause 7 of this Agreement and the terms and conditions hereof.

6.8. Where a Client has communicated to the Company that he wishes to be unlinked from the Affiliate, the Company shall, from the date of such communication, cease paying the Affiliate remuneration in respect of the Unlinked Client. Any existing (but unpaid) remuneration in respect of the Unlinked Client shall be transferred to the Affiliate, and the Affiliate shall have no further rights in respect of the Unlinked Client.

6.9. If a Prospective Client does not provide the Affiliate's identification number during the initial trading account application process or by a Written Notice within 5 (five) business days from the opening of his trading account with the Company, the Prospective Client will not be considered as introduced by the Affiliate for the purposes of this Agreement and no remuneration will be provided from the Company to the Affiliate in connection with the specific Prospective Client.

6.10. If a Prospective Client does not provide the Affiliate's identification number during the initial trading account application process or by a Written Notice within 5 (five) business days from the opening of his trading account with the Company, the Prospective Client will not be considered as introduced by the Affiliate for the purposes of this Agreement and no remuneration will be provided from the Company to the Affiliate in connection with the specific Prospective Client.

A. the Prospective Client opens a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Affiliate; or

B. the Prospective Client already has a trading account with the Company more than 5 (five) business days before the Prospective Client is introduced by the Affiliate

6.11. The Company has the right to reject any Prospective Client who does not meet the Company's criteria as set out in the Account Opening Agreement. The Affiliate hereby acknowledges and agrees that a Prospective Client will not be considered as the Company's Client and therefore as introduced by the Affiliate, if the Prospective Client is not approved by the Company in accordance with the Company's policies and/or any applicable laws and regulations. In such a case Prospective Client will not be considered as introduced by the Affiliate for the purposes of this Agreement and

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no remuneration will be provided from the Company to the Affiliate in connection with the specific Prospective Client.

6.12. In the event that an introduced Client's archived MT4 or MT5 trading account is subsequently restored, i.e., dormant/inactive accounts, the Affiliate's Reference ID will not be automatically applied to the restored account. Assignment of the account back to the Affiliates Reference ID can be requested via email at support@tradefills.com

6.13. The Affiliate will be solely responsible for any marketing and/or promotions costs or charges necessary for the provision of the intermediary financial services to the Company

6.14. Subject to the terms and conditions of this Agreement and in accordance with the terms and conditions hereof, the Affiliate may actively mediate and as a result of the mediation actions refer Prospective Clients to the Company's Main Websites(s) in order to facilitate explanations with regards to the financial products offered by the Company and agrees that all mediation activities carried out for the purpose of identifying, targeting and referring Prospective Clients to the Company must be professional, proper and lawful under applicable rules and laws.

7. COMMISSION PROGRAMME

7.1. Commission Program can be found on the Company's website www.tradefills.com. Commissions are subject to forfeiture should the Affiliate and/or the introduced Client breach any of the obligations under this Agreement and/or any other agreement between the Company and the introduced Client, the Complementary Agreement.

7.2. The Affiliate is entitled to the Affiliate's Commission structure as agreed and set out on the website i.e., www.tradefills.com and may not be subject to any changes unless agreed by both Parties otherwise. The Affiliate's commission, which is percentage-based commission on the net earnings from the fees received by the Company for the introduce Client, is provided as a consideration for the intermediary financial services provided and for actively acting as a mediator for the conclusion of a contractual relationship between the Company and the introduced Client.

7.3. The Affiliate's commission on the trading account assigned under any Competition/Promotions is specified in the relevant Competition/Promotions Terms and Conditions.

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7.4. The Company has the right to decrease the Affiliate commission structure at any time and shall provide prior notice to the Affiliate of such a decision.

7.5. The Affiliate has the option to share a percentage of the remuneration he receives from the Company, based on the Affiliate and/or Complementary Agreement, with any of the Clients the Affiliate has referred to the Company. The terms and conditions of Rebates are outlined below:

A. Rebates apply only to Clients of the Company who have been introduced by Affiliates.

B. If an Affiliate wishes to share a percentage of his received remuneration with his referred Clients, he must send an email to the Company at support@tradefills.com In order to be able to receive this service, he has to have at least 3 active Clients introduced by him. The commission is only given on trades which remain for a minimum of 180 seconds or more.

C. It is understood that the Affiliate and the Client do not maintain a relationship when the Client has already entered into an agreement with the Company. The Affiliate is able to change the percentage of Rebate shared with a Client at any time, without the Client's prior consent.

D. The maximum percentage of the Affiliates' commission that can be used for Rebates is 100%

E. Rebates apply to any trading account that the referred Client has opened with the Company.

F. Rebates is the percentage of the Affiliate commission which is calculated based on the volume of trading transactions performed by the referred Clients and are applied to the Client's trading account.

7.6. If the Affiliate and/or the Client wishes to receive a detailed statement of the amount of rebates received upon the closure of a trade, he must send an email to the Company at support@tradefills.com

7.7. The Affiliate hereby acknowledges and confirms that Rebates are discretionary and the Company reserves the right to terminate this offer at any time with prior notice to the Affiliate.

8. PROHIBITED TRADING

8.1. If the Company suspects or has reasons to believe that an introduced Client is involved in any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors"; and/or follow

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an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts, or transactions entered into or executed by an Introduced Client and/or Affiliate for the benefit of earning compensation for the Affiliate (referred to as “churning”), the Company reserves the right to:

- A. Delay payment of commission until the Company fully investigates and clarifies the matter;
- B. terminate this Agreement with immediate notice to the Affiliate and remove any remuneration linked to those Clients;
- C. terminate the introduced Client’s agreement with the Company with immediate notice;
- D. close the Affiliate’s account with the Company and/or suspend his account for an indefinite period of time;
- E. close the introduced Client’s account with the Company and/or suspend his account for an indefinite period of time;
- F. charge a penalty fee to the Affiliate and/or to the introduced Client as the Company deems fit and proportionate;
- G. close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the introduced Client. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client’s related accounts in order to make up for the difference.

9. PAYMENTS

9.1. The Affiliate shall receive payment as per the Commission Structure on the website i.e., www.tradefills.com or as mutually agreed.

9.2. All payments will be due and payable in United States Dollars, upon the mutual agreement of the Parties.

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9.3. Unless otherwise agreed between the Parties in writing, payments will be done once a week, on each Wednesday between 9:00 a.m. and 17:00 p.m. server time for the previous week and it shall be credited to Affiliate's Wallet / partner portal. In the event that the specified payday falls on an International Bank Holiday, the payout procedure will be completed on the next business day. Payout of Affiliate commission may take up to 2 (two) business days.

9.4. The Affiliate commission payment is processed to Affiliate's partner portal. Commission paid to partner portal may be withdrawn by the Affiliate by submitting the withdrawal request via one of the methods available on the Company's website.

9.5. Affiliate commission payout is completed only once the commission amount exceeds \$100 (One Hundred US Dollars) on the date of payout.

9.6. All paid transactions and their corresponding entries that are older than 3 (three) months are automatically archived by the system and can be provided only upon the request.

9.7. Affiliate commission is only paid once the Affiliate actively mediated between the Company and the Client and the intermediary financial services provided resulted to the referral of at least 1 (one) Client to the Company.

9.8. In the case that a credit card chargeback is submitted by a Client referred by Affiliate, all Affiliate commissions generated by the specific account will be cancelled. If the chargeback occurs after the commission payment date, commissions will be removed retrospectively.

9.9. Notwithstanding the above, if the Company suspects or has reason to believe that a Client abused or acted in bad faith or identify any abuse on the trading activity of the Clients, such as open and close trades instantly for the purpose of generating commission, the Company reserves the right to suspend the payment of fees due to the Affiliate in relation to such Client or close the Affiliate's account. This clause also applies in case the Affiliate is found to be in breach of any term of this Agreement.

10. TERM

10.1. This Agreement will come into force from the Effective Date and will remain in force until it is terminated in accordance with clause 11.2 below.

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11. AMMENDMENT TERMINATION

11.1. This Agreement may be amended from time to time. No modifications, supplement and/or amendment to this Agreement shall be binding except when made in writing by the Company and notified to the Affiliate. Any changes to the Agreement will not apply to any transaction performed prior to the date on which the changes become effective unless specifically agreed otherwise. The Affiliate shall receive a notification in advance of the proposed changes. The Affiliate shall confirm his acceptance of the proposed changes in order to continue his business relationship with the Company. Should the Affiliate disagree with the changes he may terminate the Agreement under paragraph

11.2. Either Party can terminate the Agreement by giving 5 (five) business days Written Notice to the other Party.

11.3. The Company reserves the right to terminate without notice, this Agreement or any rights of the Affiliate that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of Affiliate. Such termination will be at the sole discretion of the Company.

11.4. The Company has the right to terminate this Agreement with immediate effect and upon prior notice to the Affiliate if the terms of this Agreement have been declared invalid or void by virtue of the legislative requirements and/or any recommendations issued by any regulatory authority. The Company undertakes to settle any of its obligations to the Affiliate until the date which the terms of the Agreement have been declared invalid or void.

11.5. The Company has the right to terminate this Agreement in case the Affiliate refers less than 3 (three) Clients within a 30 (thirty) days period from the Effective Date of this Agreement.

11.6. The Company has the right to terminate this Agreement in case an Affiliate has no active clients for 30 (thirty) consecutive days. An Affiliate's own trading account and/or his relatives' trading accounts cannot be considered and defined within the meaning of active account.

11.7. The Company has right to terminate this Agreement in case the Affiliate's unpaid commission has not exceeded 100 USD within the past 6 months from the last payout date or from the activation

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of account. In such case, the Company has the right to void the unpaid commission unless agreed otherwise.

11.8. If the Company suspects or has reasons to believe that an Affiliate and/or an introduced Client is involved in any form of fraudulent activities and/or the Affiliate or the Client has involved the Company directly or indirectly in any type of fraud, the Company reserves the right to:

- A. Fully investigate using best judgment to determine the existence of fraud;
- B. Terminate this Agreement with immediate notice to the Affiliate;
- C. Terminate any agreement thereof concluded with any introduced Client;
- D. Take any legal action against the Affiliate and/or the Client and/or claim any damages deemed fit by the Courts of the St. Vincent and the Grenadines.

11.9. Upon termination of the Agreement, the Affiliate is obligated to return to the Company any Company's material used to provide the intermediary financial services to the Company and for the purposes of expanding his business (e.g., newsletters, banners, text, etc.). In the case where the Affiliate maintains a website and is using any Company materials, he is obligated to immediately withdraw such materials upon termination of the Agreement. In addition, any access to the Company's database of promotional material is removed.

11.10. Upon termination of this Agreement the Company warrants to pay the Affiliate any fees due to the latter as set out in this Agreement provided that any such amount has been generated as a result of the proper fulfilment of the terms of this Agreement.

11.11. Furthermore, the Company may terminate this Agreement forthwith for cause, upon written notice to the Affiliate if:

- A. It becomes unlawful for the Company and/or the Affiliate to perform or comply with any one or more of the Affiliate's obligations under this Agreement;

Or

- B. The Affiliate ceases, in the Company's reasonable opinion, to be fit and proper to provide intermediary financial services aiming to the conclusion of a contractual relationship between Prospective Clients to the Company, if the Affiliate no longer holds the necessary authorization

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license or consent to perform the obligation under this Agreement or if he is prevented for any reason for carrying out the activities and/or obligations hereunder;

C. The Affiliate has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Affiliate; and

D. In the event of any change in the applicable law or governmental regulations.

11.12. Each Party shall pay its own tax and duties.

11.13. Records, Reports:

A. It is the Affiliate's sole responsibility to associate the Affiliate ID with Clients making use of the Trading Services by using Tags provided by the Company or otherwise informing the Company in writing as to its Traders ID.

B. It is in Company's sole responsibility and obligation to track the activity of the Clients and all traffic associated with the Affiliate's ID for the duration needed for the Company to fulfil its obligations under this Agreement in full.

C. Daily Report. Throughout the Term the Company shall provide the Affiliate with an online report which includes information regarding the amount of commission paid.

11.14. Power, Authorization and Validity: Each Party represents that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and all agreements to which the Party is or will be a party that are required to be executed pursuant to this Agreement. The execution, delivery and performance of this Agreement have been duly and validly approved and authorized by the Party's authorized organ (e.g., board of directors).

11.15. Litigation: Each party confirms that there is no claim, action, suit or proceeding pending or, to the Party's knowledge, threatened, against the Party at law, in equity, by way of arbitration or before any governmental department, commission, board or agency that might have a material adverse effect on the other Party, nor is the Party aware of any reasonable basis thereof.

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12. WRITTEN NOTICE

12.1. Any Written Notice under this Agreement may be made or given by any of the following means:

- A. email;
- B. facsimile transmission;
- C. post; or
- D. published on Company's Websites.

12.2. All contact details provided by the Affiliate, e.g., address, email address or fax number as last notified will be used as applicable.

12.3. Any such Written Notice will be deemed to have been served:

- A. if sent by email, within one hour after emailing it, unless a "not sent" or "not received" notice is received from email server;
- B. if sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
 - C. proof by the sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and
 - D. the sender not receiving any telephone calls from the recipient within 1 (one) hour from the above time, that the fax has not been received in a legible form.
- E. if sent by post, seven calendar days after posting it;
- F. if posted on the Company News Webpage, within one hour after it has been posted.

13. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

13.1. The Company may use, store or otherwise process personal information provided by the Affiliate.

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13.2. By entering into this Agreement, the Affiliate will be consenting to the transmittal of the Affiliate's personal data (and/or have obtained consent from individuals working on the Affiliate's behalf).

13.3. The Affiliate agrees that the Company may pass information about the Affiliate which the Affiliate has provided to the Company to help the Company process and/or analyze it as a part of fulfilling Company's obligations under this Agreement. If the Affiliate does not wish the Affiliate's personal data to be used for such purposes, the Affiliate shall give the Company Written Notice.

13.4. Such personal data may also be used for marketing purposes, or to conduct market research for the Company 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 the Company Written Notice.

13.5. Telephone conversations between the Affiliate and Company may be recorded. All instructions received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

14. CONFIDENTIALITY

14.1. The information which the Parties hold about Prospective Clients or Existing Clients is confidential and will not be used for any purpose other than as described in this Agreement. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Information of a confidential nature will only be disclosed to any person other than an associated entity of Company, in the following circumstances:

- A. where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Company or the Affiliate (or any respective associate);
- B. to investigate or prevent fraud or other illegal activity;
- C. if it is in the public interest to disclose such information;
- D. at the customer's request or with the customer's consent; or

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E. as provided in the Operative Agreements of the Company

14.2. Except as otherwise provided in this Agreement, or as the Company may otherwise consent to in writing, the Affiliate will keep confidential and not disclose, or make any use of, except for the benefit of the Company, at any time, either during or subsequent to the termination of this Agreement, any Proprietary Information. The Company acknowledges and agrees that any Proprietary Information is given to the Affiliate in confidence, solely to permit the Affiliate to fulfil its obligations to the Company under this Agreement, and that such information derives actual or potential economic value by virtue of its confidentiality and nondisclosure to the public or other persons who could obtain economic value from their disclosure or use. The Affiliate shall not, under any circumstances, deliver, reproduce or allow any Proprietary Information, or any documentation relating thereto, to be delivered to, or used by, any person or entity whatsoever without prior written consent of a duly Authorized representative of the Company.

15. PROPRIETARY PROPERTY

15.1. Subject to terms and conditions of this Agreement, the Company hereby grants to the Affiliate, for the duration of this Agreement, a non-exclusive and revocable license to use Proprietary Property.

15.2. Proprietary Property, regardless of the author, shall remain the sole property of the Company and shall be accounted for and returned by the Affiliate to the Company on demand. It is expressly understood that the Affiliate's license to the use or possession of Proprietary Property is to fulfil its obligations to the Company under this Agreement and that the Affiliate has no other right or proprietary interest in the Proprietary Property other than the license provided in this clause.

15.3. In the event of the termination of this Agreement for any reason, the Affiliate will promptly surrender, and deliver to the Company, Proprietary Property, including but not limited to, all materials, equipment, documents and data pertaining to his relationship with, or to any Proprietary Information of, the Company, including all copies thereof.

15.4. The Affiliate agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with

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respect to any Proprietary Property infringement claim or other claim relating to the provision of services supplied by the Affiliate to the Company during the course of this Agreement

16. FORCE MAJEURE

16.1. Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control i.e., force majeure events. A force majeure event includes but is not limited to the following:

A. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.

B. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.

C. Labor disputes and lock-out.

D. Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless one Party has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms.

E. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.

F. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of any Party).

G. Any event, act or circumstances not reasonably within the Parties' control and the effect of that event(s) is such that the Party is not in a position to take any reasonable action to cure the default.

H. The imposition of limits or special or unusual terms on the trading in any such market or on any such event.

I. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice

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and at any time take or omit to take all such actions as the Company deems to be reasonably appropriate in these circumstances.

J. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of force majeure.

17. EXCLUSION OF LIABILITY

17.1. The Company shall not be liable for:

A. any loss, expense, cost or liability of any kind or nature suffered or incurred by the Affiliate unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or

B. any loss, expense, cost or liability of any kind or nature suffered or incurred by the introduced Client where such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Affiliate's gross negligence and/or fraud on behalf of the Affiliate and/or the intended failure of the Affiliate's obligations under this Agreement;

C. for any obligation of the Company arising under any term, express or implied, under statute or common law.

18. INDEMNITY

18.1. The Affiliate agrees to hold and keep the Company indemnified against all actions, suits, claim, demand, settlement, recovery, costs and expenses which the Company may incur and which may have arisen directly or indirectly from the Affiliate's act, omission, misrepresentation or negligence, failure to cooperate with the Company's request or out of the breach of this Agreement.

19. GOVERNING LANGUAGE

19.1. This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

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20. GOVERNING LAW AND JURISTITION

20.1. This Agreement shall be governed by and construed in accordance with the laws of the St. Vincent and the Grenadines without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement and Appendices will be placed in the relevant courts residing in the St. Vincent and the Grenadines ("Jurisdiction Courts"). Each of the Parties hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection which they may now or hereafter have to the laying of venue of any such action or proceeding in any such Jurisdiction Courts, and waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Jurisdiction Courts.

21. DISPUTE RESOLUTION

21.1. In case there is any dispute arising out of or in connection with fulfilling the Agreement, the Parties shall do their best to settle such situations by means of negotiations.

21.2. In any case, before an action can be instituted in the court, the Parties shall undertake to observe claim. The claim shall be delivered by the injured Party within 5 (five) days from the time this Party knew or should have known of the fact that its rights were violated.

21.3. Claims in respect of lost profit shall not be considered

21.4. All claims shall be sent by e-mail to the address: Support@tradefills.com

21.5. The Affiliate's claim shall be considered within 10 (ten) business days.

21.6. The Company reserves the right to update the above terms at any given time, without prior notice.

22. ASSIGNMENT

22.1. The Affiliate will not assign any rights or obligations guaranteed under this Agreement to a third party without the prior consent of the Company.

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