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# Affiliate Agreement

Last Updated: February 1, 2025 | Effective: February 1, 2025

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TroFx, hereinafter referred to as "Company", registered on the territory of St. Kitts and Nevis, on one side, and an individual or legal entity, hereinafter referred to as Affiliate, who has filled in the Affiliate Program Registration Form (hereinafter referred to as Program, Affiliate Program) on the Company's website, and who has accepted all the terms and conditions of this Agreement and its annexes at the moment of its registration, jointly referred to as "Parties", have concluded this Affiliate Agreement (hereinafter referred to as Agreement) as follows:

## 1. General Provisions and Subject of the Agreement

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- 1.1. The Affiliate undertakes, for remuneration, to perform on his own behalf and at his own expense practical actions on search and attraction for the Company of clients interested in the services rendered by the Company within the framework of its activity, and the Company, in its turn, pays remuneration to the Affiliate in accordance with the terms of this Agreement.
- 1.2. In case the Affiliate does not accept any of the terms of this Agreement, the Company calls on him to refuse to promote the Company's products, its website and other ways of attracting clients to the Company.
- 1.3. An essential condition of this Agreement is that the Affiliate distributes information exclusively in accordance with the provisions of this Affiliate Agreement, as well as instructions received from the Company's representatives.
- 1.4. Within the framework of this Agreement a client is understood to be both a potential client who is only targeted by the Affiliate's actions and a user already registered due to such actions.
- 1.5. The place of conclusion of this Agreement is the place of registration of the Company.

## 2. Affiliate Program. Registration of Participation Form

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- 2.1. To participate in the Affiliate Program, the Affiliate undertakes to fill in the participation form on the Company's website: <https://trofx.com/>. Filling in the registration form is a simultaneous confirmation of familiarization and agreement of the Affiliate with the terms and conditions of this Agreement.
- 2.2. The Company considers the Affiliate's application for participation in the Program and informs about the decision made.
- 2.3. If the Affiliate is a natural person, the list of mandatory documents includes:
  - Copies of all pages of the passport

- A document confirming the actual place of residence of an individual Affiliate

**2.4.** If the Affiliate is a legal entity, the list of required documents includes:

- Registration certificate
- Certificate of tax registration of the legal entity
- Extract from the state register
- Documentary confirmation of the actual address of the legal entity (the document is not older than 3 months before the date of submission)
- Articles of Association
- Documents certifying the identity and registration address of the legal entity's founders, shareholders, beneficial owners, managing directors and other persons having significant influence on decision-making in the organization

**2.5.** In the process of reviewing the completed participation form of the Affiliate, the Company reserves the right to request any additional documents from the Affiliate, including those normally requested during the KYC procedure. In case of non-submission of documents and/or submission of false (fake, irrelevant) documents, the Company has the right to refuse the Affiliate's participation in the Program.

**2.6.** Documents requested by the Company during registration shall be sent by the Affiliate to the Company's e-mail address: [support@trofx.com](mailto:support@trofx.com), in the format of color scanned copies.

**2.7.** The Company reserves the right to refuse an Affiliate (potential Affiliate) in account verification without explaining the reasons.

**2.8.** The Affiliate also undertakes to provide the Company with traffic sources, by means of which he intends to search for and attract clients. The Company reserves the right to refuse an Affiliate to participate in the Program on the basis of the provided information.

**2.9.** The Company has the right to refuse an Affiliate (potential Affiliate) to participate (further participation) in the Program without giving any reasons.

### **3. Affiliate Remuneration. Payment Models**

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**3.1.** Affiliate commission, as well as any other payments, penalties, withholdings are accrued to an Affiliate in US dollars.

**3.2.** Payment of the Affiliate commission is made by any payment method from those offered in the Affiliate's account. In case of payment in a currency other than the currency specified in clause 3.1. of this Agreement, conversion is made at the exchange rate of the European Central Bank, fixed at the moment of payment processing.

**3.3.** The Company has the right to choose a payment method for accrual of the Affiliate commission at its own discretion.

**3.4.** In order for the Company to fulfill clauses 3.1.–3.3. of this Agreement, the Affiliate undertakes to provide the Company with payment details, as well as other necessary documents at the Company's request. By providing payment details the Affiliate automatically agrees with the payment method of settlement chosen by the Company.

**3.5.** The information provided by the Affiliate in accordance with clause 3.4. is correct, accurate and up-to-date. Responsibility for inconsistency of such information, as well as any errors made when sending it to the Company, lies entirely on the Affiliate. The Affiliate understands and agrees that the Company fully relies on such information.

**3.6.** The Affiliate is responsible for timely notification of the Company in case of any changes in information concerning payment details, as well as any information that may affect the Company's payment obligations. The information should be provided by the Affiliate not later than 3 working days before the withdrawal transaction is created.

**3.7.** The Affiliate's commission can be credited only if the Affiliate simultaneously complies with the following conditions:

**3.7.1.** The Affiliate's account is verified and the Affiliate has provided traffic sources;

**3.7.2.** The Affiliate has at least 10 (ten) Clients (Active Traders) corresponding to clause 3.10 of this Agreement. The number of such Clients can be seen in the general statistics in the Affiliate's cabinet;

**3.7.3.** The Affiliate account balance is equal to or exceeds the minimum allowed withdrawal amount of \$20 USD;

**3.7.4.** The Affiliate has conducted marketing activities on search and attraction of clients in accordance with all clauses of this Agreement.

**3.8.** The Company reserves the right to change the affiliate remuneration model at its own discretion with or without prior notification of the Affiliate by e-mail.

In case the Affiliate does not agree with the changes in the affiliate remuneration payment system, he undertakes to notify the Company within 3 (three) days from the date of updating the conditions in the affiliate section by sending a corresponding notice to the Company by e-mail, otherwise the changes are considered to be accepted by the Affiliate in full.

**3.9.** If the Affiliate does not agree with the changes, this Agreement is considered terminated from the date when the Affiliate sends the notification specified in clause 3.8. to the Company's e-mail.

In this case, the Affiliate receives commission for the clients attracted by him before the date of the corresponding changes in accordance with the commission plan effective on the date of registration of such clients on the Company's site.

**3.10.** The Affiliate will receive the affiliate commission if the Clients attracted by him simultaneously meet the following conditions (are Active Traders):

**3.10.1.** A Client is attracted by the Affiliate;

**3.10.2.** A Client registers on the Company's trading platform for the first time (i.e. he has not submitted any applications, filled in any registration forms and has no active accounts);

**3.10.3.** A Client has registered in accordance with the established rules, having accepted the User Agreement and all terms and conditions of activity on the platform;

**3.10.4.** After registration, a Client opens an account on the Company's platform and makes his first deposit in the amount set by the platform and performs trading operations.

**3.11.** Models of affiliate remunerations (calculations) are reflected in Appendix 1, which is an integral part of this Agreement.

**3.12.** Until the event specified in clause 3.7 of this Agreement occurs, the amount of commission is summarized and reflected on the Affiliate's balance without the right to withdraw money from the account.

**3.13.** The Affiliate's commission, as well as any other payments, shall not be accrued to the Affiliate in case of:

**3.13.1.** Using his affiliate link to register a personal account or accounts of family members, relatives, friends or any other persons directly or indirectly related to the Affiliate;

**3.13.2.** Non-fulfillment or refusal of the Affiliate to fulfill the obligations of this Agreement to conduct marketing activities to find and attract clients to the platform, accompanied by the absence of new Active Traders for a period of not less than 90 days;

- 3.13.3.** Misuse of the Affiliate Program and its services through fraudulent activities, abuse of commission payment models, bonus system of the platform, in conspiracy with other users of the platform or independently;
- 3.13.4.** Detection by the Company of unauthorized access of the Affiliate to the client's trading terminal, including the use of the client's payment methods or making transactions on behalf of the client and in the client's trading terminal;
- 3.13.5.** Using the same device/IP-address/payment details with other clients and affiliates of the Company;
- 3.13.6.** Failure to comply with the marketing rules (Section 8) and other provisions of this Agreement;
- 3.13.7.** Incorrect behavior towards the Company's representatives expressed in insult or disrespect during correspondence or any other form of interaction;
- 3.13.8.** Making deceptive actions or misleading statements in relation to the Company or its clients;
- 3.13.9.** Deceiving the Company's representative by providing false or unreliable information requested as part of the Affiliate's marketing activity verification;

In case of occurrence of the events described in clauses 3.13.1.–3.13.9. of this Agreement, the Company reserves the right to suspend the Affiliate's account, terminate this Agreement and cancel the commission without prior notice.

**3.15.** When the Company makes payments (by any payment method according to the bank details provided by the Affiliate) in favor of the Affiliate, which are the Affiliate's remuneration, the Company's obligations under this Agreement in terms of payment for the services of the Affiliate shall be deemed to be fulfilled in full.

**3.16.** In case the Company has detected suspicious activity (or has reason to believe so) on the Affiliate's account or any other account that is controlled, managed by the Affiliate, the Company reserves the right to pay the affiliate remuneration beyond the terms established by this Agreement, but not more than 180 days from the expected date of payment, or to refuse payment completely, regardless of the Affiliate's compliance with any other provisions of the Agreement.

## 4. Rights and Obligations of the Parties

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### 4.1. The Affiliate undertakes to:

- 4.1.1.** Submit all necessary documents in accordance with clauses 2.3.–2.9. of this Agreement;
- 4.1.2.** In case of any change of personal data to notify the Company of the occurrence of such changes by sending a corresponding notice with documentary confirmation of the changed information to the Company's e-mail: [support@trofx.com](mailto:support@trofx.com);
- 4.1.3.** Provide only reliable, up-to-date and accurate data throughout the entire period of cooperation with the Company;
- 4.1.4.** When performing any actions within the framework and for the purposes of this Agreement, to provide third parties (indefinite circle of persons, including potential clients) with accurate, current, reliable and understandable information about the Company and its products;
- 4.1.5.** Not to use the Company's name, its trademarks, logos, as well as any derivatives of the Company's brand, including when registering domain names, in order to mislead potential clients of the Company by making an impression of the Company's official websites. The Company has the right to change the condition of this clause in relation to each Affiliate at its own discretion;
- 4.1.6.** Position his website as an unofficial website of the Company, indicating this fact on the start page of the website in a font size not smaller than the main font used on the website;

**4.1.7.** When carrying out any form of advertising activities, use only those materials that are agreed upon by the manager (representative) of the Company and provided in the personal cabinet of the Affiliate;

**4.1.8.** Immediately replace advertising materials (p. 4.1.7.) with current ones at the first request of the Company's authorized persons;

**4.1.9.** Inform the client about all risks of activities carried out within the Company, and at the same time the warning about risks should be written in accessible, understandable, bold font and placed not below the contact and legal information;

**4.1.10.** Describe to the potential client both advantages and disadvantages of activity on the trading platform of the Company, as well as financial instruments themselves, in an accessible and comprehensive manner;

**4.1.11.** Under no circumstances and in any form, directly or indirectly, not to give guarantees, promises, positive forecasts and established amounts of profit on behalf of the Company;

**4.1.12.** Not to use the Company's licenses as an endorsement of its activities;

**4.1.13.** Independently make all mandatory payments when carrying out activities under this Agreement, including payments related to non-fulfillment by the Affiliate of his obligations under this Agreement;

**4.1.14.** Use only reliable information and confirmed data when demonstrating to clients forecasts of behavior of this or that asset with obligatory precise and clear indication that forecasts with the help of any sources are not reliable and do not guarantee income;

**4.1.15.** Each time warn the client that any information about the behavior of an asset on the trading platform refers to the past time and in the future this asset may show absolutely opposite results;

**4.1.16.** Not to use any methods of aggressive marketing in his actions aimed at fulfillment of this Agreement, including if as a result of such actions the client has deposited a larger amount than he planned when opening an account. Any forms of aggressive marketing may result in the Company closing the Affiliate's account;

**4.1.17.** Not to register a personal trading account on the platform using links of other Company's affiliates.

**4.2.** In case the Affiliate fails to comply with clauses 4.1.1.–4.1.17. of this Agreement, the Company reserves the right to suspend payments to the Affiliate until the corresponding violations are eliminated.

### **4.3. The Company has the right to:**

**4.3.1.** Request from the Affiliate all relevant and accurate information about marketing activities (sources and methods used) conducted by the Affiliate in order to find and attract customers to the platform. This kind of information must be provided in an appropriate form, depending on its origin:

- In the case of an account/channel/group in social networks, it must be a digital link (hyperlink) to this type of source;
- In the case of an advertising campaign using search engines, advertising networks, social media accounts, the Company may request access to the advertising account or request information in any other appropriate form at the Company's discretion.

In case of refusal, the Company has the right to suspend payment of the affiliate commission and close the affiliate account.

**4.3.2.** In case of violation by an Affiliate of any of the clauses of this Agreement, depending on the degree of violation, apply penalties, fines or suspend the Affiliate's account and terminate the Agreement with him, without reimbursement of any losses and other payments.

**4.3.3.** In case of blocking the Affiliate's account, depending on the specifics and degree of violation, the Company at its discretion may offer a solution, which will include disconnection of clients from the Affiliate's account, in respect of which the Affiliate has committed a violation, and/or a fine set by the Company. If the

Affiliate does not agree with the Company's conclusion and decision, in this case the Affiliate's account remains blocked and further cooperation with this Affiliate is terminated.

**4.3.4.** At its own discretion edit, delete, add or rename provisions of this Agreement without prior notice to the Affiliate;

**4.3.5.** At its own discretion, without giving any reasons, determine inexpediency of further cooperation with an Affiliate by blocking the Affiliate's account and/or terminating the Agreement. In this case the Company does not provide any losses or other payments from the Company.

**4.3.6.** In case of violation of any of the clauses of this Agreement by an Affiliate, block the Affiliate's account and/or terminate the Agreement with him, notifying him in any possible way, without reimbursement of any losses and other payments.

## 5. Responsibility of the Parties

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### 5.1. The Company:

**5.1.1.** Shall not be liable for any consequences, profits or losses resulting from the application of advice or information that may be taken as a recommendation from the Company;

**5.1.2.** Is not responsible for any consequences, profits or losses resulting from marketing activities carried out by the Affiliate;

**5.1.3.** Is not responsible for any act or omission of the Affiliate;

**5.1.4.** Is not responsible for non-fulfillment of his obligations due to any system failures, communication channel disruptions, including those related to malfunctions in the Internet and other technical problems;

**5.1.5.** Is not responsible for the safety of the Affiliate's personal data, including passwords and payment information.

### 5.2. The Affiliate:

**5.2.1.** Is responsible for safety of the Affiliate account data, including login and password data, payment details, statistical data of the results of the conducted marketing activity;

**5.2.2.** Is responsible for confidentiality of communication with the Company, confidentiality of the terms of cooperation;

**5.2.3.** Is responsible for fulfillment of the obligations of this Agreement to conduct marketing activities to find and attract clients to the platform in accordance with the terms of this Agreement;

**5.2.4.** Is responsible for the personal information provided to the Company and guarantees its truthfulness and relevance;

**5.2.5.** Is responsible for all information posted by him in his personal and/or marketing accounts in social networks, channels, groups, websites, blogs or other sources of advertising in relation to the Company, as well as for the coordination of such information by the managers of the Company. In addition, undertakes to immediately update (change, delete) the posted information at the first request of the Company and its authorized persons;

**5.2.6.** Is responsible for the choice of links according to the models of payment of commissions of the affiliate program;

**5.2.7.** Is responsible for payment of all obligatory payments, including taxes of the country of residence.

**5.3.** Actions performed by the Affiliate within the framework of this Agreement do not contradict the law, regulations and any other legal acts, which are in force in the jurisdiction of the country of the Affiliate's residence.

## **6. Blocking of the Affiliate Account and Termination of the Agreement**

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**6.1.** The Affiliate's commission is canceled and is not payable in the following cases:

**6.1.1.** Violation of the provisions of this Agreement by the Affiliate;

**6.1.2.** Violation by the Affiliate of marketing rules set forth in this Agreement;

**6.1.3.** Detection by the Company of signs of fraud in the Affiliate's actions;

**6.1.4.** When the Company detects criminal, fraudulent financial transactions conducted by the Affiliate when crediting funds to the account balance of an attracted client. In this case the Company has the right to recognize such transaction as invalid and freeze the movement of funds on the affiliate's account, remuneration is canceled and is not payable;

**6.1.5.** This list of cases is open and can be edited and/or changed at the Company's initiative at any moment of time.

**6.2.** For all cases specified in clauses 6.1.1.–6.1.4., it will be sufficient for the Company to have reasonable grounds to believe that the Affiliate has committed the specified violations.

**6.3.** In case the Affiliate uses his account for other purposes, the Company reserves the right to block such account without prior notification of the Affiliate. The Affiliate's commission is canceled and is not payable, and the Agreement is considered terminated from the moment of blocking.

**6.4.** When the Company blocks the Affiliate's account and/or terminates the Affiliate Agreement with him, the Affiliate agrees to the following terms and conditions:

**6.4.1.** The Affiliate shall immediately cease execution of this Agreement and provision of services within the framework of the Company's affiliate program;

**6.4.2.** Authorizations, powers of attorney and any other materials and documents transferred by the Company to the Affiliate are canceled, lose their legal force and cannot be used;

**6.4.3.** The Affiliate returns to the Company all advertising catalogs, documents, reports, registered domain names and other documents and/or materials, sources, which are directly or indirectly related to the Company's activities, services provided by the Company and this Agreement;

**6.4.4.** Authorizations, powers of attorney and any other materials provided by the Affiliate to the Client are revoked, become null and void and cannot be used;

**6.4.5.** All active affiliate links should be immediately deactivated by the Affiliate;

**6.4.6.** Any obligations of the Affiliate to the Company, including monetary ones, remain valid and must be repaid by the Affiliate within the term set by the Company;

**6.4.7.** Clients who were attracted by the Affiliate, at the Company's discretion, retain their client status regardless of relations between the Company and the Affiliate (termination of the agreement or blocking of the account).

## **7. Resolution of Disputes**

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- 7.1.** The Affiliate and the Company undertake to take all measures to settle disputes and disagreements, including those related to conclusion, interpretation, execution and termination of the Agreement, by means of negotiations between the Parties and submission of claims in writing.
- 7.2.** The claim shall be sent to the Company by e-mail to the address: [support@trofx.com](mailto:support@trofx.com). The term of consideration of the claim by the Company is not less than 15 days from the date of its receipt.
- 7.3.** The Company does not compensate for lost profits, as well as moral damage. Claims for these matters will not be accepted.
- 7.4.** In case of failure to settle disagreements in the claim procedure, as well as failure to receive a response to the claim within 30 days, the dispute shall be resolved in accordance with the laws of St. Kitts and Nevis.
- 7.5.** In the part of situations not mentioned in this Agreement, the Company shall make a decision at its own discretion, in accordance with the prevailing customs of business turnover.

## 8. Marketing Rules

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- 8.1.** All information used and placed by the Affiliate in his personal and/or advertising accounts in social networks, channels, groups, websites, blogs or other sources of advertising in relation to the Company must be true, up-to-date and agreed upon by the Company's representatives.
- 8.2.** All information used and placed by the Affiliate shall be communicated to potential clients accurately and unambiguously, excluding any possibility of misleading the clients.
- 8.3.** The Affiliate is obliged to inform the client that when conducting operations on financial markets, along with the profit gained, a loss is possible, and that it is always necessary to correlate the risks from such operations with the goals, and, most importantly, opportunities, including financial ones, of the client.
- 8.4.** The Company does not urge the Affiliate to provide information in such a way that the potential client refuses to make transactions on the trading platform of the Company, but recommends to competently convey to the client the necessity to assess possible risks and responsibly approach the issue of concluding an agreement with the Company, having competently chosen a strategy of making transactions on financial markets.
- 8.5.** The Affiliate shall not position the Company's trading platform as an opportunity for the client to get acquainted with the world of trading and/or to learn trading, except for cases when it concerns the use of the Company's demo account by the client for training purposes.
- 8.6.** The Affiliate shall not mislead the Client by using such words as "winning", "game", "speculation", "bet", as well as word combinations "earn money", "win money", "make money", "build a career as a trader", "make a career as a trader", "get a new profession" and any derivatives thereof. It is acceptable to use the phrases "online trading platform", "online trading broker", "investment platform" and the terms "investment", "forecast" to describe the product.
- 8.7.** The Affiliate should not mislead clients, describing activity on the trading platform of the Company as "work on the couch", "work from home". Under no circumstances a client should have an impression of guaranteed, easy money, besides, a client should always be warned about risks associated with such activity.
- 8.8.** The Affiliate has no right to use in the course of his activity the names of other companies, their own names, trademarks of these companies. In particular, the Affiliate is prohibited to compare the Company with other similar organizations (both explicit and implicit comparisons) and/or to present them in an unfavorable light.
- 8.9.** The Affiliate must not in his texts, visual images and other types of information directly or indirectly say that trading on financial markets is easy, simple and/or interesting. The Company prohibits the Affiliate to position the conclusion of the agreement with the Company as "a new stage of life", "solution of all financial problems", "success", "happy accident", "new life", "change of life for the better", as well as any other expressions that

directly or indirectly correlate trading on the market with profit and success.

**8.10.** Traffic not related to the Company is prohibited.

**8.11.** The Affiliate is prohibited to use images of money and its derivatives (bank cards, coins, etc.).

**8.12.** The Affiliate may not say in his publications that the type of the Company's activity is simple and accessible for absolutely everyone. The Affiliate is obliged to designate the financial market, derivative financial instruments and other assets, as well as operations with them, as complex products requiring a competent approach and a developed strategy.

**8.13.** The Affiliate has no right to launch an advertising campaign on requests of the Company's trade names, their derivatives and erroneously recorded forms. The use of the Company's name is possible only in the text of the advertisement itself. If the Company discovers a violation of this clause, the Affiliate will be subject to fines in the amount specified by the Company. The Company also reserves the right to block the Affiliate's accounts without paying commission.

**8.14.** The Affiliate is prohibited to use the Company's brand name, domain names and/or derivatives thereof, trademarks, logos, materials of the official website/applications and official accounts in social networks in order to create unofficial websites, applications, accounts in social networks, etc., misleading the Company's clients.

**8.15.** Any advertising activities should be carried out by the Affiliate only from those websites, search engines, accounts in social networks, advertising networks, mobile applications and other sources, which are agreed with the authorized person of the Company (personal manager), as well as checked and approved by him. The Company is not responsible if the Affiliate has started to carry out advertising activities without prior approval from the Company.

**8.16.** Traffic purchased through search engines and advertising networks should be directed to landing pages created by the Affiliate in accordance with the provisions of this agreement. Landing pages must not copy the content of the Company's websites, and domain names must not contain the brand name or its derivatives, must not mislead by being similar to official websites. It is prohibited to direct traffic directly to affiliate links.

**8.17.** In case the Affiliate communicates directly (personally) with the client within the framework of his advertising campaign (chats, correspondence, comments, contact forms, any other forms of communication), the Affiliate undertakes to always act in the interests of the Company and its business reputation, namely not to make provocative, false and misleading statements regarding the Company itself and/or its products.

**8.18.** The Affiliate undertakes not to take part in any events that cause or may cause damage to the Company and/or its reputation, as well as to other Affiliates of the Company.

**8.19.** The Affiliate does not advise or consult the Client (neither on his own behalf, nor directly or indirectly from the Company). The Affiliate does not give examples or mention trading strategies. Even in case of posting material about trading strategies as informational material, the Affiliate must indicate that the client's money is at risk and that the posted material is of informational nature. The Affiliate undertakes to formalize this in the form of a separate note in bold type on the start page: "This material is for informative purposes and is not investment advice"

**8.20.** If the Affiliate gives an example of the profit percentage (profit amount) calculated by him, he undertakes to write that this profit will be credited to the Client's account only in case of the success of the operation.

**8.21.** If the Affiliate uses visual materials, e.g. videos, they must contain a warning about risks. Throughout the video there should be a mention: "Warning: your capital may be at risk".

**8.22.** It is not allowed to attract clients by means of personal communication, be it messages, phone calls, communication in social networks or any other ways.

**8.23.** The Affiliate is prohibited to use any kind of mass mailings (spam) in his/her activity.

**8.24.** Any advertisement placed by the Affiliate, regardless of the country, along with the call to open an account with the Company, must contain information about the risks associated with such opening. The warning about risks should be precise, clear, distinguishable and readable. The font of such warning should not be smaller than the main text on the page.

**8.25.** All information used and placed by the Affiliate must comply with these rules (Section 8 of the Agreement).

**8.26.** The Affiliate is prohibited to position himself as a representative of the Company, imitate or pretend to be a representative of financial, technical department or support service of the Company, as well as to try to assume obligations to solve issues related to the Company and its clients.

**8.27.** The Affiliate is prohibited to advertise the Company and its services on websites and applications related to such types of content as: religious, political, racial or ethnic hatred, adult content, violence, etc.

**8.28.** The Affiliate is prohibited to promote the Company in countries where the Company does not provide its services (see clause 10.1 of this Agreement).

**8.29.** Marketing rules are not limited to those specified in the current agreement.

**8.30.** In case of occurrence of the events described in the paragraphs of the Marketing Rules section of this Agreement, the Company reserves the right to suspend the Affiliate's account, terminate this Agreement and cancel the commission without prior notice.

## 9. Confidentiality and Personal Data

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**9.1.** The Affiliate confirms and agrees that he has read and accepted (by active action) the provisions of the Privacy Policy posted on the Company's website. For the purposes of this paragraph the terms "Affiliate" and "Client" are identical.

**9.2.** This section of the Agreement is governed by and fully complies with the applicable legislation regarding personal data protection, the General Data Processing Regulation (GDPR), as well as all applicable EU regulations that relate to the management of personal data.

**9.3.** Personal (confidential) information will be understood as any information relating to an identified or identifiable natural person (data subject), by which it is possible to identify him directly or indirectly, including, but not limited to information about his transactions.

**9.4.** The Company has the right to disclose personal (confidential) information or consent to such disclosure, without prior notification to the Affiliate, in the following cases:

**9.4.1.** Upon receipt of a corresponding request from regulatory authorities of the Company's registration territory;

**9.4.2.** In order to comply with the requirements of the regulatory authorities of the Company's state of incorporation, as well as outside its borders;

**9.4.3.** In order to comply with the requirements of financial institutions (in the territory referred to in clause 9.4.2. of this Agreement), including but not limited to banks, auditors, consultants of the Company, as well as companies belonging to the group of companies to which the Company belongs and other organizations that are directly or indirectly controlled by the Company in order to comply with the provisions of this Agreement.

Institutions specified in clauses 9.4.1.–9.4.3. will be warned and personal information will be transferred confidentially.

**9.5.** All personal data of the Affiliate is processed by the Company in accordance with the Personal Data Protection Act, personal data protection regulations and the General Data Processing Regulation (GDPR).

**9.6.** The Company collects and processes personal data in respect of any person associated with the Affiliate solely for the purposes of this Agreement and the requirements of applicable laws and/or regulations.

**9.7.** Under this section of the Agreement, the Affiliate shall:

**9.7.1.** For his part to comply with all rules in accordance with the legislation on protection, processing, storage, transfer of personal data in the context of this Agreement;

**9.7.2.** Ensure, at its own cost and expense, full compliance in its activities with the legislation on personal data protection, including, but not limited to, the General Data Processing Regulation (GDPR);

**9.7.3.** To assist the Company and provide any assistance that the Company may require in order to comply with personal data legislation.

**9.8.** The Affiliate represents and warrants that the consent of any Customer whose personal data have been provided to the Company for its storage, processing, transfer — has been given voluntarily, and the Customer is informed and agrees with the Company's personal data policy.

**9.9.** The Parties to this Agreement guarantee not to distribute confidential information, as well as any other information provided under the Agreement, including, but not limited to the documents provided, exchanged messages, oral agreements and any other information, to third parties. This clause shall remain in force throughout the term of the Agreement, as well as for 30 years after its termination.

## 10. Restrictions of the Affiliate Agreement

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**10.1.** The Affiliate warrants that this Agreement may not be entered into with persons in any way connected with the following territories:

Gibraltar, Isle of Man, Guernsey, Jersey, Australia, Canada, USA, Japan, Austria, Belgium, Bulgaria, Croatia, Cyprus, Liechtenstein, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Italy, Israel, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, New Zealand, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Islamic Republic of Iran, United Kingdom, Lebanese Republic, Republic of Zimbabwe, Republic of Mauritius, Republic of Côte d'Ivoire, Republic of Iraq, Puerto Rico, Republic of Yemen, Federal Republic of Somalia, Republic of Congo, Libya, Republic of Sudan, Federal Democratic Republic of Ethiopia, Republic of Liberia, Syrian Arab Republic, Republic of the Union of Myanmar, Central African Republic, Republic of Eritrea, Democratic People's Republic of Korea, Republic of Mali, Republic of Vanuatu, Saint Vincent and the Grenadines, as well as dependent, related and/or associated territories of the above states.

**10.2.** If the Company detects a violation of clause 10.1 of this Agreement, the Company immediately deletes the account of such Affiliate and terminates the Agreement. In this case any payments are canceled and are not subject to return to the Affiliate, including, but not limited to, possible losses of the Affiliate, expenses, services already rendered and other. The Company is not responsible for any acts or omissions of an Affiliate and/or person(s) related to him.

## Appendix 1 — Affiliate Commission Models

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The Company offers four remuneration models in the Affiliate Program:

- **Revenue Share**
- **Turnover Share**
- **CPA (Cost Per Action)**

## • Sub-Affiliate

The availability of commission models in certain countries is the Company's decision and is not subject to dispute.

The Revenue Share and Turnover Share have a multi-level commission system. The payout level is set according to the Partner's level for each trader individually at the time of their registration via a referral link. The level is fixed for each trader permanently and can't be increased or decreased, regardless of changes in the Partner's level.

The Partner's level is updated every hour and depends on the number of deposits made by customers. A certain number of deposits lead to a certain level to be assigned (Spreadsheet 1). Determination of the Affiliate's level is made automatically on an hourly basis. Statistics are also refreshed every hour.

The Partner has the right to choose the remuneration models available to him in accordance with the terms of this Agreement. By sharing a referral link of a specific commission model, the Partner automatically agrees with this commission model calculation terms.

### Commission Levels (Spreadsheet 1)

Level	Revenue / Turnover %	Total Deposits
Level 1	70 / 4	0 – 14
Level 2	75 / 4.5	15 – 49
Level 3	80 / 5	50 – 99
Level 4	85 / 5.5	100 – 199
Level 5	90 / 6	200+

### Revenue Share Model

For all active traders registered with Revenue Share model the Affiliate receives a percentage of the trading results.

**3.1.** In the process of performing trading operations, a trader can use the Bonus accrued to him by the Company. In this case, the trading activity carried out with the Bonus is included in overall statistics, but the Bonus itself is not included in the commission, the calculation of which is made solely from the deposit funds.

**3.2.** In the event that the Company receives a negative result based on the results of the operations performed by the trader, the Affiliate commission is calculated based on the level assigned to the Affiliate and minus the amount of the Affiliate's commission from a non-profitable transaction.

**3.3.** Revenue share model is not available for participants of the affiliate program who are residents of the following countries:

Algeria, Bahrain, Bangladesh, Egypt, Indonesia, India, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Palestinian Territories, Pakistan, Qatar, Saudi Arabia, Syria, Tunisia, Turkey, United Arab Emirates, Yemen.

### Turnover Share Model

For all active traders registered with Turnover Share model, the Affiliate receives a percentage of the trading turnover. The maximum commission amount for each referral can't exceed the amount of profit received by the

Company.

**4.1.** In the process of performing trading operations, a trader can use the Bonus accrued to him by the Company. In this case, the trading activity carried out with the Bonus is included in overall statistics, but the Bonus itself is not included in the commission, the calculation of which is made solely from the deposit funds.

### **CPA Model (Cost Per Action)**

In case of selecting the CPA Model, an Affiliate gets commission for each registration of a Unique Active Client using the Affiliate's link.

**5.1.** The term "Unique Active Client" refers to a client who is registered on the Platform for the first time, and who made a successful minimal deposit. Also, in order to being qualified as a Unique Client, the following conditions must be met:

- A Client has been invited by the Affiliate, and registered without any violations of the terms of the Service Agreement
- A Client never had accounts on the Platform before
- A Client is not an affiliated private or legal entity, directly or derivatively associated with the Affiliate
- A Client has made the minimal deposit (FTD), set in accordance with the CPA-rates table, as determined by the Company
- A Client has been confirmed as an Active Trader, based on the data of the automated analysis, performed using the Company's software

The software evaluates a trader's activity and his/her actions when using the Platform. Based on the integral data of such actions, and after the decision making threshold is met, the software automatically qualifies a Client as an Active Trader. In order to prevent any manipulations during this analysis, as well as any other fraudulent activity aimed at statistics boost, the exact criteria and parameters required for being qualified as an Active Trader are not the subject to disclosure. The Company reserves the right to unilaterally, and without prior notification of the Affiliate, implement changes to the software.

**5.2.** The amount of the Affiliate's commission depends on a Client's geographic location, a type of device used, and other factors, and is determined on the CPA-rates page in the Affiliate's cabinet in the Affiliate Program. The Company may, unilaterally and without prior notice, change the amounts of the commission of the CPA model. Such changes take effect immediately once published. It's an Affiliate's sole responsibility to get familiarized with such updates.

### **Sub-Affiliate Program**

Sub-affiliate commission program allows any Affiliate to invite new Affiliates and earn a percentage according to their earnings. Sub-affiliate commission level is updated every hour and depends on the number of deposits made by customers. A certain number of deposits lead to a certain level to be assigned (Spreadsheet 2).

Each Affiliate can earn up to \$300,000 per sub-affiliate in total commissions.

### **Sub-Affiliate Commission Levels (Spreadsheet 2)**

Level	Sub-Affiliate Commission %	Total Deposits
Level 1	2%	0 – 14
Level 2	3%	15 – 49
Level 3	4%	50 – 99

Level 4	5%	100 – 199
Level 5	6%	200+

**Affiliate commission calculation period is one week. Payments are made by the Company once a week (on Thursdays).**



### **Company Contact Information**

**Company:** TroFx

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