INVESTIZO

# AFFILIATE AGREEMENT

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## 1. INTRODUCTION

1.1 Investizo LTD. is (hereinafter referred to as ‘The Company’) is an investment firm that operates as a financial broker.

1.2 Investizo LTD. is registered in St. Vincent & the Grenadine as a Business Company with the registration number 25432 BC 2019.

1.3 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 the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments. To undertake all kinds of investments and leasing of whatsoever kind, to provide, manufacture, purchase, sell all kinds of products and services for the company or third parties or outsource the same as well as all matters that the Board of Directors may consider in the company's interest.

1.4 The Affiliate hereby acknowledges that the following actions show his approval of this Affiliate agreement:

- By completing the registration form to open an affiliate account at the Company’s site, or accepting the Affiliates.
- By accepting to access or use the Company’s main site and/or section Affiliate in the client's cabinet.
- By accepting any commissions and/or payments from the Company or any of its Clients for the action of mediation carried out.

## 2. TERMS AND DEFINITIONS

2.1 The Terms stated below in this Affiliate Agreement (hereinafter – the “Agreement”) have the meanings specified for them, unless the context requires otherwise, and, as appropriate, may be used both in the singular and plural form:

- Active Affiliate is an affiliate who has at least one referral with an active account.
- Active Referral is a client that has conducted at least 5 trades a month.
- Affiliate is any legal entity or an individual person obtaining commission fee from the Company for acting as mediator between Prospective Clients and The Company.
- Affiliate Code (ID) is a unique code consisting of 6−10 digits that are added to the main affiliate link. The Partner receives his affiliate code immediately after registration in the affiliate program.
- Affiliate Link is a unique link, which consists of two parts: the link to the Company’s website (the link can lead to any page of the Site) and the affiliate code (for example: https://www.investizo.com/?pid=100001). A

Client who obtains access to the Site with the help of the link will be automatically assigned to an Affiliate who placed this link with his/her unique affiliate code.

- Broker Commission is the fee charged by the Company for the trades opened with certain types of instruments on certain types of accounts, depending on the volume of the trade.
- Commission fee is a form of payment from the Company to the Affiliate as per conditions agreed between the Company and the Affiliate. The size of the fee will depend on the number of active referrals, currency pair and amount of trading operations conducted by the referral.
- Company — a legal entity, responsible for transactions and payment settlement with the Affiliate in accordance with this Agreement.
- Hedged transactions are transactions to buy/sell the same trading instrument with the same volume in the same trading account.
- Main trading account is a special personal account used for internal accounting which registers the mutual obligations of the Company and the Client under this Agreement and the Terms of Use.
- Markup – the amount added to the spread, established by the Company.
- Point is a change of the last number in the price value (the fifth digit after decimal point).
- Referral is a member of the Affiliate Program who opened a trading account with the Company with the help of the affiliate link located at the information resource of the Affiliate or who referred to the Affiliate's Code when registering.
- Referral's Active account is a trading account that has a history of transactions or balance operations in the last three (3) months.
- Referrals' group is the whole of the Referrals' accounts registered by use of the affiliate link of the same Affiliate.
- Spread is a difference between Ask and Bid quotes, indicated in points.
- Sub-affiliate is a new member of the Affiliate Program, who opened his/her affiliate account with the help of the affiliate link of the existing Affiliate.
- Sub-referral is a member of the Affiliate Program who opened a trading account with the Company via affiliate link of Sub-Partner.
- Ticket is a unique identification number, assigned to each operation within the trading platform.
- Transaction is a set of trading operations with the help of which the funds are transferred from the base currency into quote currency and transferred back again.

## 3. TERMS OF WORK

3.1 The Agreement is entered between the Company and The Affiliate in respect of the provision of service in their individual capacity. The agreement is valid for an indefinite period of time, unless terminated under the provision of clause 7.

3.2. 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 product and services offered by the Company.

3.3. 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 from.

3.4. The Affiliate, acting as a mediator, acknowledges that the Affiliate is aware of the contests and understands the Company's compliance and Anti Money Laundering Policies and agrees to conduct business in accordance with the policies contained therein.

3.5. The Affiliate, acting as a mediator, must provide true and complete information to the Company time to time, including but not limited his identity, contact information, payment instructions, nationality, residency, the location and nature of the Affiliate's intermediation activities carried out for the purposes of actively mediating for introducing Referrals to the Company.

3.6. This Agreement and all Appendixes constitute the entire Agreement between the Parties.

## 4. COMMISSION FEES

4.1. The Affiliate receives a commission fee upon completion of a transaction by the Referral if the difference between the opening and closing price is not less than 3 (three) points and the duration is not less than 15 (fifteen) seconds. The commissions are summed up and paid into the Affiliate's Main trading account on a daily basis.

4.2. The Affiliate does not receive a commission from hedging trade in case its volume does not exceed (equals or less than) the volume of the hedged trade. A commission fee is paid only for the hedged trade. In case the volume of hedging trade exceeds the volume of hedged trade, a commission is paid for the volume which is not overlapped, while commission fees are paid for the hedged trade in full volume.

4.3. The Affiliate does not receive commission fees from the trades that were carried out with help of bonus funds.

4.3.1. The Affiliate does not receive commission fees If the Referral trades only on bonus funds and/or on funds generated from the trading on bonus funds and the Referral didn't top up his trading account at all.

4.3.2. If the Referral's trading account has  bonus funds as a part of his equity, thy Affiliate's commission is paid with the use of the own funds ratio coefficient calculated for each transaction.

4.4. For the revenue share affiliate program the commission fee is 70 (seventy)% from Markup or Broker commission by default. If the volume of trading operation of the Referral group for the month was more than 500 lots and the total deposit of the Referral group exceeded 25000 (twenty five thousand) USD, the size of affiliate's commission within the next month is 80% of the Markup or the Broker Commission for a specific trading instrument.

4.5. The list of Markups and Broker commissions for different trading instruments is available on the website in Appendix A to this agreement. The Company reserves the right to revise Markup and Broker commission according to the current market conditions without the prior notice to the Affiliate.

4.6. If the Referral registers in the Affiliate program, an Affiliate will receive 10 (ten) % of Sub-Affiliate's commission on daily bases.

4.7. The Affiliate has the right to withdraw commission using any available option in his client's cabinet in section "Payments".

4.8 The Affiliate does not receive commission fees from the trades carried out on his own or/and his relatives' accounts.

4.9 The Affiliate shall pay his own tax and duties.

## 5. RIGHTS AND OBLIGATIONS OF THE AFFILIATE

5.1. The Affiliate is entitled to receive affiliate commission for each trading operation conducted on the Active accounts of the Referrals that belong to his/her Referral group. The amount of the affiliate commission and terms of receipt are specified in this Agreement.

5.2. The Affiliate's commission is paid into the Affiliate's Main trading account and may be used by the Affiliate at his/her own discretion either for withdrawal or for trading.

5.3. The Affiliate has the right to create his/her own affiliate network by attracting new partners for cooperation

5.4. The Affiliate mustn't direct or influence the Referral in terms of his/her trading or money or give investment advice in any form.

5.5. The Affiliate has the right to plan and conduct marketing and advertising campaigns independently, having previously agreed with the Company by sending an email to partner@investizo.com; place on his/her website links to the company's website (including referral links), as well as banners provided by the Company; engage in other activities stipulated by this Agreement.

5.6. The Company does not compensate for any expenses related to such activities. All consequences and expenses are entirely assigned to the Affiliate. The Affiliate is strictly prohibited to use advertising materials that are copyright protected by the Company, in violation of this Agreement. If such violations are discovered, the Company has the right to unilaterally terminate the Agreement and cancel unpaid commission.

5.7. The Affiliate must provide, if requested by the Company, precise and accurate information on the activities carried out, the ways and methods used to attract Clients; give the Company access to the marketing campaigns settings (Google AdWords, advertising on Facebook, etc.) to examine and evaluate their compliance with the terms of this Agreement.

5.8. In case of Affilate's refusal to provide the required information and/or access to the marketing

campaign settings, the Company reserves the right to stop paying affiliate commission and cancel unpaid commission.

5.9. The Affiliate shall ensure that his/her activities fully comply with the legislation of the country where they are conducted.

5.10. The Affiliate has no right to use unfair methods or methods that are inconsistent with the established norms of legal ethics in order to attract Referrals, including:

- The placement of Affiliate links at the sites containing or referring to information contradicting the concept of morals and ethics.
- The use on the site of viruses, malicious programs or scripts, pop-up advertising icons, spam, including promotional mailing to the e-mail addresses, if the owner of email address did not express consent to receive such newsletters;
- Others that can undermine the Company's established positive image.

5.11. The Affiliate is not allowed to register or use any names of companies, his/her own products or services, domain names or any other identification means that sound or look the same as the names of the Company, its site and products without prior written consent of the Company.

5.12. In case the Affiliate has registered or used any names of companies, his/her own products or services, domain names or any other identification means that sound or look the same as the names of the Company, its site and products without prior written consent of the Company the Affiliate undertakes to transfer the right of ownership, disposal and use of the aforementioned names, domain names and any other identification means to the Company at the Company's request.

## 6. RIGHTS AND OBLIGATIONS OF THE COMPANY

6.1. The Company shall:

- pay a commission fee to the Partner in the amount and on terms set forth in this Agreement;
- accept Referrals' payments into affiliate accounts and bear all risks and responsibility for settlements with the Referral based on the Client Agreement;
- open trading accounts with the Company for the Referrals who have been attracted by the Partner under general conditions and in accordance with the Client Agreement;
- provide conditions to the Referral enabling him/her to conduct trading operations in the system using identification data (username and password) provided to the Referral in accordance with the Client Agreement;
- provide technical support to the Partner and his/her Referrals through the means of communication and within working hours specified on the Company's website.

6.2. The Company reserves the right to:

- deny registration of the Affiliate.
- Refuse to pay for the transactions that are the result of auto referral;
- Cancel affiliate commission without warning if the Company detects that search systems of YANDEX, GOOGLE, etc. or similar have been used as a tool of attraction with the use of the key word “Investizo” or different variations of spelling it, including similar words in other languages.

6.3. The Company has the right to exclude from the Referral group the accounts of those Referrals who carry out trading or non-trading transactions, whilst taking advantage of technical failures in the trading platform or in the Client’s Profile, or those who conduct fraudulent activity, or those who do not comply with the provisions of the Terms of Use.

6.4. The Company has the right to cancel the Affiliate’s commissions from the Referral’s transactions that contradict the provisions of the Terms of Use and this Agreement.

## 7. AMENDMENT AND TERMINATIONS

7.1. This Agreement may be amended from the 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 of 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 its/his business relationship with the Company. In case Affiliate disagree with the changes he may terminate the Agreement under paragraph

7.2. 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.

7.3. 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.

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

- investigate such activity to determine the existence of fraud
- terminate thisAgreement

- terminate any agreement concluded with any introduced Client
- take any legal action against the Affiliate and/or the Client

7.5. The Company reserves the right to change or modify these Terms of Use notifying the Client by email 7 (seven) calendar days before the amendments come into force.

7.6. Upon termination of the Agreement, the Affiliate is obligated to return to the Company all Company's material used to provide the intermediary financial services to the Company and for the purposes of expanding his business.

7.7. The Company reserves the right to terminate this Agreement without written notice in case:

- 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 Client to the Company.
- The Affiliate no longer holds the necessary authorization license to perform the obligation under this Agreement.
- The Affiliate is prevented for any reason for carrying out the activities and/or obligations hereunder.
- The Affiliate has been accused of any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the Affiliate.
- In the event of any change in the applicable law or governmental regulations.

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

7.9. Either Party can terminate the Agreement by giving 7 (seven) calendar days Written Notice to the other Party.

## 8. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

8.1. Company shall not be liable to the introduced Client and/or Affiliate for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

8.2. The Affiliate is obliged to compensate the Company for any damages, taxes, expenses, costs or liabilities of whatever nature (including current, future, conditional or other, including reasonable legal costs), suffered by the Company as a result of, or in connection with any of the following:

- when this Agreement have been breached by the Affiliate
- when the Company enters into any transaction or
- when the Company takes measures, which it has the right to take, if a Fact of default on obligations occurs
- to the extent that the specified losses, taxes, expenses, costs and liabilities have been suffered, but not as a result of serious neglect of duty or intended default on obligations by the Company.

8.3. The specified right for indemnification is also effective after cooperation with the Affiliate has been terminated.

8.4. The Company bears no responsibility for:

- any losses (including indirect and other collateral losses), expenses, costs or liabilities (together referred to as “Losses”), suffered by the introduced Client and/or Affiliate as a result of, or in connection with, the provision of Services, to the extent that the specified losses suffered were not a result of serious neglect of duty or intended default of obligations by the Company
- any losses caused by actions of the Company, with-in the limits of realization of its rights, stipulated in this Agreement, or
- any indirect and other collateral losses suffered by the Affiliate, regardless of whether they were related to Company negligence.

8.5. The Affiliate separately acknowledges, confirms, and accepts that market recommendations and information provided by the Company are not offers to purchase or sell (or the attempt to receive offers to purchase or sell) Contracts; and that such recommendations and information, despite their coming from sources the Company considers reliable, are exclusively based on a broker’s opinion; and that such information can be incomplete or unverified, or cannot be verified theoretically. The Company gives no guarantees and bears no responsibility for the accuracy or completeness of such information or trading recommendations given to the introduced Client and/or Affiliate.

8.6. 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:

- Governmental 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.
- Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.
- Labor disputes and lock-out
- Any event, act or circumstances not reasonably within the Parties’ control and the effect of that event is such that the Party is not in a position to take any reasonable action to cure the default.

8.7. The Affiliate separately acknowledges, confirms, and accepts that market recommendations and information provided by the Company are not offers to purchase or sell (or the attempt to receive offers to purchase or sell) Contracts; and that such recommendations and information, despite their coming from sources the Company considers reliable, are exclusively based on a broker’s opinion; and that such information can be incomplete or unverified, or cannot be verified theoretically. The Company gives no guarantees and bears no responsibility for the accuracy or completeness of such information or trading recommendations given to the introduced Client and/or Affiliate.

## 9. CLAIMS AND DISPUTES

9.1. All disputes should be settled through negotiations and by way of holding correspondence in accordance with procedures for claims.

9.2. The Company accepts claims arising under this Agreement only in writing and not later than seven calendar days from the date (day) of a dispute.

9.3. The Affiliate must write an email and send it at complain@investizo.com without disclosing this information before the examination ends. Claims submitted otherwise will not be considered.

9.4. Period of time for examining a claim from the Affiliate is not more than 14 working days.

9.5. If a claim is justified, the dispute is settled only by means of compensatory payment transferred to the Affiliate's main trading account.

9.6. In case of a positive decision on a dispute the Company makes compensation payment to the main trading account of the Affiliate within one working day from the moment of a positive decision on a dispute.

9.7. The Affiliate's claim shall contain the following information:

- Full name
- Affiliate’s email or trading account number
- Dispute date and time
- Ticket of a disputable trade (if necessary)
- Substance of the claim without excessive emotions.

9.8. The Company is entitled to refuse examination of a claim if:

- A claim contains obscene words and/or insults concerning the Company or its employees
- A claim contains threats against the Company or its employees
- The Affiliate and/or introduced Client uses the threat to blacken the Company’s reputation in social networks

and other internet resources as an argument.

9.9. In case of disputes about the state of the Affiliate’s account, all parties examine the protocols of the Affiliate and/or introduced Client’s operations by use of the Company’s Server’s log files.

## 10. Governing Law and Choice of Jurisdiction

10.1. The Affiliate relationships and this Affiliate Agreement are subject to and shall be construed in accordance with St. Vincent and the Grenadine Law as the sole and exclusive governing law.

10.2. The Affiliate and the Company have agreed that the District court of Kingstown, St. Vincent and the Grenadine, has exclusive jurisdictions and is an exclusive place for adjudication on cooperation with the Affiliate, this Affiliate Agreement, and all issues that may arise between the Affiliate and the Company. At the same time, the Company reserves the right to initiate trials in any court which the Affiliate resides or is a citizen, and the countries, where the Affiliate's assets are held.

10.3. This Article is also effective once cooperation with the Affiliate has ceased.