

AFFILIATE AGREEMENT



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Tifia Markets Limited

This Affiliate Agreement of the public offer, hereinafter referred as an **Agreement**, concluded between **Tifia Markets Limited**, hereinafter referred as the **Company** and an individual or entity, which opens an affiliate account with the Company, hereinafter referred as a **Partner**, on the manner and on terms specified in this Agreement, which is available on the Company's official website: <http://www.tifia.com>, hereinafter referred as **Site**.

This Affiliate Agreement is made electronically and does not require to be signed. The Agreement can be translated into all languages of the Site. The translation can be used for the purpose of information only. In the event of any discrepancy between the English language version of this Agreement and its translation, English version will take precedence.

This Affiliate Agreement shall come into effect from the date of full and unconditional acceptance of this Agreement, i.e. when a person who has received an offer confirms his/her consent to conclude this Agreement. A Partner enters into this Agreement after his/her filling in the registration form to open an affiliate account in the Client's Cabinet of the Company.

Glossary

Self-referral – a commission fee from the personal trading accounts, or from the accounts of the affiliated entities.

Active partner – a partner who has at least one referral with the active account.

Active referral– a client that has deposited at least 100 USD (equivalent in other currencies) and conducted a trading operations during past 2 weeks.

Active affiliate account – **Partner's** account with the history of balance operations within the last six months.

Archived Affiliate account – an account transferred in the Archive, due to the lack of balance operations within the last six months and absence of the connected referrals' accounts.

Affiliate persons – a Partner, his/her relatives or other people who has similar data with a Partner such as (passport details, address, phone number, e-mail, ip or the same answers to the security questions, ect.).

Commission fee – payment made by the Company to a Partner, as per provisions specified by the Company; the amount of the fee depends on the volume of the trading operations and the trading pair used in the transactions of a Referral.

Company – a legal entity providing conditions for concluding transactions and all required settlements with a Partner in accordance with this Agreement.

Personal Cabinet – a secure website Tifia.com, which gives access to all major non-trading operations.

Hedged positions – transactions to buy or sell on the same trading instrument, with the same volume and at the same trading account.

Partner – an individual or legal entity, which attracts clients to the Company and possesses the rights and obligations specified in the Client Agreement, Terms of Business this Agreement.

Affiliate Code (ID)– a unique code consisting of 9-10 digits, which are added to the main affiliate link. A Partner receives this Code immediately after the registration in the Affiliate Program.

Affiliate link – a unique link consisting of two parts: a link to the Company's site), which can lead to any page of the Site) and an affiliate code (for example: <http://www.tifia.com/?uid=101010101>). A Client, who goes to the Site through this link will be automatically assigned to a partner who placed this referral link with his/her unique **Affiliate Code**.

Point — the least significant digit of the exchange rate.

Referral – a participant of the Affiliate program, who opened a trading account in the Company using the referral link, located in a Partner's the information resource, or who indicated an Affiliate Code when registering.

Referral Group – number of the accounts of the Referrals, who have registered through the Affiliate link of the same partner.

Spread – difference between the quotes of "Ask" and "Bid", expressed in points.

Transaction – a series of trading operations when the funds are converted from the base currency to the quote currency and back.

Ticket – a unique identification number assigned in the trading platform of each operation.

1. General conditions

- 1.1. A **Partner** is a Client of the **Company** possessing all the rights and obligations specified in the Client Agreement and Terms of Business.
- 1.2. A **Partner** agrees that the **Company** will use his/her the contact data, such as address, email and other indicated by a partner upon registration as a Partner for sending him/her letters and / or offers.
- 1.3. A place of **Company's** registration is considered to be a place of concluding this Agreement (registration address of the **Company**).
- 1.4. A **Company** and a **Partner** assume stipulated liabilities related to attracting clients to conduct trading operations on the instruments, offered by the **Company**.
- 1.5. The parties undertake to comply with the provisions specified in this **Agreement** unless otherwise specified in the supplementary agreements.
- 1.6. A **Partner** can act and present him/her/self in the relations with a third parties only as a client of the **Company**.
- 1.7. An Affiliate program is designed to attract new clients to the **Company** with the help of the unique links available for the Partner.
- 1.8. The **Company** does not provide information about **Client's** trading operations or Client's personal information.
- 1.9. A **Client** is considered to be attracted by a **Partner** under the following conditions:
 - a client has registered at the **Company's** site for the first time;
 - when registering a client has used an affiliate link or he/she has entered an affiliate code in the registration form;

- a Partner has active partner's account

- 1.10. All subsequent trading accounts opened by a **Referral**, are located in the **Referral Group** of a Partner, who has attracted this client.
- 1.11. Accounts of a **Referral** cannot be transferred from one **Referral Group** to the other.
- 1.12. If no balance operations have been conducted on the Affiliate account within six (6) months, this account will be transferred to the Archive.
- 1.13. Upon request of a Partner and at the Company's own discretion, an account from the Archive can be recovered. After the recovery of the Affiliate account a commission fee for the inactive period is not accrued.
- 1.13.1. If, after the recovery of an Affiliate account, a Referral uses an affiliate link or enters an affiliate code to register a trading account, an affiliate code contained in the affiliate link will be recorded in the Referral cabinet.

2. Rights and obligations of a Partner

- 2.1 A **Partner** is entitled to receive his/her commission fee in the amount and on the terms specified in this Agreement from each trading operation carried out on the Active accounts of the Referrals of his/her **Referral Group**.
- 2.2 Partner's fee is transferred to an Affiliate account and can be used by a Partner at his/her own discretion. A Partner can either withdraw or transfer these funds to his/her trading accounts (if any) for the future trading.
- 2.3 A **Partner** undertakes to inform Referrals about the activity and scope of services offered by the Company, accentuate the advantages of the **Company** versus its competitors and also to provide all necessary data, including address and other details of the **Company**.
- 2.4 Partner has the right to:
- plan and conduct marketing and advertising campaigns with the prior approval by the **Company**;
 - post links to the Company's website on his/her site (including referral links) as well as banners provided by the Company;
 - carry out other activity specified in this **Agreement**.
- 2.5 The primary responsibility of a **Partner** is to attract new **Referrals**.
- 2.6 A **Partner** shall ensure that his activity complies with the legislation of the country of his/her residence.
- 2.7 A **Partner shall not** use any methods which are dishonest or contrary to the prevailing norms of legal ethics in order to attract Referrals such as:
- a) placing affiliate link on the sites containing or having reference to the information, which contradicts to the general concepts of morality and ethics;
 - b) using online viruses, malicious programs and scripts, pop-up ads, spam, including distribution of the ads to the available email addresses or the emails, whose holders do not express explicit consent to receive such newsletters;

c) advertising, which deliberately distorts description of the services, or deliberately withholds from the Clients the risks and information about the offered services.

d) Or any other methods, which may cause harm to the established reputation of the Company.

2.8 It is strictly forbidden to use redirecting or other forms of the forced redirecting of the users to the official sites of the **Company**.

2.9 A **Partner** is prohibited to register or use the name of the Company. Partner's products, services, domain names or any other identifications cannot be similar phonetically or writing to the name of the Company, its sites or products.

2.10 A **Partner** shall ensure that all information provided by him/her to the Company, is true, correct and complete. A Partner is obliged to inform a Company of all changes to the personal or contact information within three days.

3. Rights and obligations of the Company

3.1 The **Company** is entitled to:

- a) to pay a commission fee to a **Partner** in the amount and on the terms specified in this **Agreement**;
- b) receive to the Company's accounts payments made by the Referrals and bear all risks and responsibilities for the settlements with the Referrals, on the basis and terms described in Client Agreement and Terms of Business;
- c) open trading accounts in the Company for the Referrals attracted by a Partner based the general conditions in accordance with the Client Agreement and Terms of Business;
- d) provide conditions so that the Referral will be able to conduct trading operations in the system using the identification details (login and password) given by the Company and agreed by the Referral as per the Terms of Business;
- e) provide technical support to a **Partner** and his/her Referral through means of communications and in the working hours indicated on the **Company's** website.

3.2 The **Company** reserves the rights to:

- a) decline to **Partner's** registration;
- b) refuse to pay for the transactions, which are self-referrals;

cancel payment of the affiliate commission fee without warning if it has been discovered that search system query such as GOOGLE, YAHOO, YANDEX have been used in order to attract clients with the key word "Tifia" and all options of writing this word including similar sounding words in different languages.

3.3 The **Company** has the right to require a **Partner** to provide the addresses of the information resources where the **Affiliate Link** is going to be posted. In case of the failure to provide the address of the information resource or violation of the conditions described in paragraphs 2.5 – 2.10 of this Agreement, the Company has the right to refuse to open Affiliate accounts or terminate this Agreement.

- 3.4 The **Company** has the right to exclude **Referrals'** accounts from the Referral Group if they conduct trading and non- trading operations using technical failures of the trading platform and Client's Cabinet, if they commit other fraudulent acts, or acts not complying with the terms and conditions of the Client Agreement and Terms of Business.
- 3.5 The **Company** has the right to cancel **Partner's** commission from the transactions, which have been conducted in contradiction to the conditions of the Client Agreement and Terms of Business or this **Agreement**.
- 3.6 Upon detection of a violation by a **Partner** of the paragraphs 2.5 - 2.10 of this **Agreement**, the **Company** reserves the rights to terminate this Agreement and cancel payment of the unpaid commission.
- 3.7 The **Company** reserves the right to change or modify this Agreement by notifying a **Partner** by email, indicated by a Partner upon registration, within 7 days before the changes come into effect.

4. Responsibilities of the parties

- 4.1. A **Partner** is informed and agree that the **Company** is not liable for the acts or omissions of a **Partner** in terms of conducting operations on his/her trading accounts.
- 4.2. A **Partner** ensures for the **Company** the protection against various liabilities, costs, expenses, claims and damages, which can arise directly or indirectly, due to a failure of a Partner to fulfill his/her obligations under this **Agreement** or Terms of Business.
- 4.3. A **Partner** guarantees that the information provided by him/her to the **Referrals** or to the **Company** is truthful and reliable.
- 4.4. A **Partner** guarantees that he/she will not use the site design or any of its elements (including full or partial copying of the content or structure), except for the logo and banners, without a written consent of the **Company**.
- 4.5. A **Partner** agrees that he/she bears full responsibility for confidentiality and the use of any sensitive information required to the access to the **Company's** service; a **Partner** also ensures security of his/her sensitive data and passwords. In case of loss or disclosure of such data to the third parties, the responsibility rests entirely with a **Partner**.
- 4.6. A **Partner** agrees that the **Company** shall not be liable for any failures in the telephone network, or Internet, or for any events and circumstances beyond **Company's** control.
- 4.7. A **Partner** agrees for the purpose of the money laundering control, the Company has the right to request the details of a Partner's payment systems opened in his/her name and put restrictions so that the withdrawals of the funds can be made only with the help of the transfer to the accounts indicated by a **Partner**. If a **Partner** refuses to provide such details, the **Company** has the right to suspend all transactions on the account until the required information is provided.
- 4.8. The **Company** ensures that the information provided by a **Partner** during the registration shall be kept confidential and is not subject to disclosure.
- 4.9. In no circumstances the **Company** shall be liable for any actions of a **Partner** committed in violation of the provisions of this **Agreement**. If a **Partner** had the intention to commit such action but did not commit it for some reason, the **Company** will not compensate the **Partner** the lost profit or damage resulted from such action and will not pay for the moral damage.
- 4.10. In no circumstances the **Company** shall be liable for any harm inflicted by the **Partner** to the third parties.

4.11. **The Company**, at its sole discretion, may provide information, advice and guidance to a **Partner**. However, in this case, the **Company** shall not be liable for the consequences or profits resulted from such recommendations or advice.

4.12. The parties themselves and independently from each other have their tax obligations or other liabilities towards the third parties.

5. Partner's commission fee

5.1 **Partners'** commission fee is paid automatically for every closed transaction.

5.1.1 If a **Referral** opens a hedged position whose volume does not exceed (equals or is less than) the volume of the hedged position, a commission fee is paid only for the hedged position.

5.1.2 If a **Referral** opens a hedged position whose volume exceeds the volume of the hedged position, commission fees are paid for the hedged position in full volume, while for the hedged position a commission fee is paid only for the volume which was not overlapped.

5.2 Commission fee is deposited to the **Partner's**, accounts provided that a transaction conducted by a **Referral** is not contrary to the provisions of the Client Agreement and Terms of Business. If a Referral's transaction is recognized invalid, such transaction is cancelled, and Partner's commission fee is not paid.

5.3 **The Company** has the right not to pay fee for the transactions of the **Referrals**, which were conducted due to the defects of the trading platforms.

5.4 The **Partner** shall not be entitled to get affiliate commissions from his own accounts and those owned by his close relatives if the **Partner** is an individual; as well as from private accounts of founders or accounts of their close relatives if the **Partner** is a legal entity.

5.5 The amount of the commission fee of a **Partner** for the accounts of the attracted **Referrals** depends on the activity of a **Partner** and is made by a special program on the Company's Server automatically.

5.6 A status to **Partner** is assigned under the following conditions:

5.6.1 The status of an **IB** is assigned by default after Partner's registration with no special requirements;

5.6.2 The status of a **Master IB** is assigned if a **Partner** has not less than five (5) active Referrals in his/her Referral Group and at least one (1) IB;

5.6.3 The status of a Regional Master IB is assigned if a **Partner** has not less than two hundred (200) active **Referrals** in his/her Referral Group and not less than fifty (50) IBs and at least twenty (20) Master IB;

5.7 The amount of the commission fee depends of the Partner's status and is defined as follows:

5.7.1 The **Partner** with a status of an **IB** will receive 0.2 points for every closed transaction on the accounts of the type Classic, 2 USD for the transactions closed on the accounts of the type ECN Pro and 1.0 points for the transactions closed on the Start account type;

5.7.2 The **Partner** having a status of **Master IB** will receive 0.5 points for every closed transaction on the accounts of the type Classic, 3.5 USD for every closed transaction on the accounts of the type ECN Pro and 2.0 points for the transactions closed on the Start account type;

5.7.3 The **Partner** having a status of **Regional Master IB** will receive 1.0 points for every closed transaction on the accounts of the type Classic, 5 USD for every closed transaction on the accounts of the type ECN Pro

- and 2.0 points for the transactions closed on the Start account type;
- 5.8 After the registration of a Referral in the Affiliate program a Partner will receive interest from the commission fee of a Sub-Affiliate in accordance with his/her status:
- 5.8.1 Master IB receives 10% of **Sub-Affiliate's** fee;
- 5.8.2 Regional Master IB receives 10% of **Sub-Affiliate's** fee;
- 5.9 Revision of a Partner's activity for the previous month and the change of a status is made in the first five days of the following month. In order to prevent dishonest attempts to obtain commissions from trades executed on the accounts of referred **Customers** or the accounts registered under assumed names yet managed by the **Partner**, the **Company** reserves the right not to pay **Partner Commission** from trades at Start account type where the difference between opening and closing price on the complete transaction does not exceed 10 pips and/or where time between opening and closing order on the complete transaction does not exceed 5 seconds.
- 5.10 In order to prevent dishonest attempts to obtain commissions from trades executed on the accounts of referred **Customers** or the accounts registered under assumed names yet managed by the **Partner**, the **Company** reserves the right not to pay **Partner Commission** from trades at Classic account type where the difference between opening and closing price on the complete transaction does not exceed 1 pips.
- 5.11 **Partner** has the right to order the withdrawal of the commission fee to the payment systems offered in the Client's Cabinet. It should be noted that withdrawal of the commission fee through the bank transfer is available only for the sums exceeding the equivalent of \$500;
- 5.12 **Partner** has the right to change payment system, which has been installed previously only if access to it has been lost, sending a request to email: partners@tifia.com.
- 5.13 If **Partner's** details have been changed for some reason inside the payment system, a Partner is obliged to notify the **Company** about it giving the reasons of the changes and submitting the scanned copy of the identifying document of a Partner to the email address of the finance department of the **Company**. Otherwise, the Company has the right to deny the withdrawal of the funds to the changed payment system details.
- 5.14 Payment of the Partner's fee is made within 1-3 banking days from the date of application.
- 5.15 In case of shutdown of the payment system of the **Company**, the **Company** has the right to extend the period of withdrawal until resumption of the operation of the payment system.
- 5.16 The **Company** does not charge commission for withdrawal of funds from Affiliate accounts. Obligation for payment of a fee charged by the payment system for withdrawal of funds from the affiliate account shall be borne by the **Partner**.
- 5.17 It is understood that for settlements with a **Partner**, the funds of a Partner's account are expressed in the USD. When processing applications for withdrawals of funds from the affiliate accounts the **Company** uses internal currency rate of the **Company** valid at the moment of processing of an application.
- 5.18 The **Company** has the right to unilaterally amend the conditions of payment calculations and terms of payment.
- 5.19 In case the amount of commissions from trades of a given Customer exceeds 30% of the total amount of commissions credited to the Partner account, or if Clause 5.4 of the present Agreement is violated, the Company reserves the right not to pay the commissions to the Partner and exclude such Customers from the Referral group.
- 5.20 In case registration data of the **Partner** coincides, in part or in full, with registration data of a Customer who belongs to the Referral group, the Company reserves the right to regard this coincidence as a ground to apply Clauses 5.4 and 5.18 of the present Agreement to the affiliate account in full measure.

- 5.21 In case the account of a Customer belonging to the affiliate group and the affiliate account are found using the same IP address, the Company reserves the right to consider this coincidence as a ground to apply Clauses 5.4 of the present Agreement to the affiliate account in full measure.
- 5.22 In case of a dispute related to the transaction from which an affiliate fee was made, the **Company** reserves the right to cancel fee received from such a transaction by adjusting the balance of an affiliate account.
- 5.23 If a Referral participates in the program of spread rebate, Partner's fee will be reduced in proportion to the share of the spread, which has been returned to a Referral.

6. Procedures of claims and disputes

- 6.1. The parties will try to settle all disputes through negotiation and compromise in the claim procedure.
- 6.2. **Partner's** claim related to this Agreement is accepted by the **Company** only if they are made in writing and not later than three working days from the moment (day) of the dispute.
- 6.3. The claim should be submitted in the form of electronic mail (e-mail) and sent to the Partner's Department of the Company: partners@tifia.com without the disclosure of this information until the end of proceedings. All claims submitted otherwise will not be considered.
- 6.4. The period of consideration of a **Partner's** claim by the Company is not more than fourteen working days. In the event the claim is recognized reasonable, the dispute is settled via compensatory payment to an affiliate account within one business from the date of the positive solution of the dispute.
- 6.5. **Partner's** claim shall include:
- a) full name;
 - b) number of the affiliate account;
 - c) date and time of the account creation;
 - d) number of the disputable transaction;
 - e) core of the claim without emotion.

Claims submitted otherwise will not be accepted.

- 6.6. The **Company** reserves the right to deny consideration of the claim in the following cases:

- if a claim does not comply with the conditions of the paragraphs 6.2, 6.3, 6.5.;
- if a claim contains profanity and/or insults to the Company or its employees;
- if a claim contains threats against the Company or its employees;
- if a Client threatens to mire the image of the Company.

- 6.7. In the event of a dispute, not stipulated in this Agreement, final decision on a claim is made by the Company based on the generally accepted practice and legal ethics.

7. Changes in the terms and conditions of the Agreement. Termination the Agreement.

7.1 The **Company** has the right to change the terms of this **Agreement**, provided that the updates to this Agreement are posted on the Website and the **Partners** are notified about the changed via e-mail, indicated during Partner's registration. All changes will take effect within seven (7) calendar days after notification of a **Partner**.

7.2 This Agreement shall terminate in the event of Partner's violation of the conditions specified in this Agreement.

7.3 The **Company** reserves the right to terminate this **Agreement** unilaterally by notifying a Partner. The termination of the **Agreement** does not cancel obligations of the **Company** and a **Partner** which may already have arisen under this **Agreement**, Client Agreement and Terms of Business.

7.4 A Partner has the right at any time to terminate this **Agreement** by sending a written notice to the **Company** by e-mail: partners@tifia.com. In this case the **Company's** obligations are considered fulfilled after full settlement with the **Partner**.

7.5 In the event of **Partner's** death:

- the right to request money withdrawal from the affiliate accounts is transmitted to the legal successors turn or to the heir-by-will;
- the access to the affiliates accounts or the right to carry out operations on the financial market is not transmitted.

8. Force-majeure

8.1. None of the party of this Agreement will be held responsible for total or partial failure to perform any of his/her obligations if the failure will be a consequence of force majeure (flood, fire, earthquake and other natural disasters as well as war or military actions of any kind, blockade, decisions of public authorities and other extraordinary and unavoidable circumstances beyond the parties' control).

8.2. The party, which failed to fulfill its obligations, shall immediately notify in writing the other party of the occurrence of such circumstances, indicating expected duration and termination date of the above circumstances not later than within 5 bank days from the moment of the beginning or termination of such circumstances.