

TOP  Markets

Affiliate Agreement

Company: TOP 1 MARKETS PTY LTD

Phone: +61 2 61720053

email: Affiliate@top1markets.com

Address: 704 Station St Box Hill VIC 3128(Australia)

Version: V.3.1.0

Date Updated: 10 JFebruary 2020

1. General conditions

1.1 This Agreement is concluded between TOP 1 MARKETS PTY LTD (Representative Number: 001276870) and Top 1 Markets Limited.

1.2 The Parties agree that the place of conclusion of this Agreement is the place of registration of the Company.

2. Restriction

2.1 The Affiliate acknowledges and agrees that this Agreement cannot be concluded with a citizen of Bangladesh, Burkina Faso, Dominican Republic, Iran, North Korea, a resident of Latvia, or with a person who distributes the information about the services (including marketing materials) of the Company to the residents of Latvia. The Parties have defined "Restricted" person as a person who is a citizen of Bangladesh, Burkina Faso, Dominican Republic, Iran, North Korea, a resident of Latvia, or a person who distributes the information about the services (including marketing materials) of the Company to the residents of Latvia.

2.2 If the Company identifies that the person who has concluded this Agreement as an Affiliate falls into the definition of the Restricted person mentioned in clause 2.1 above, the Company has the right to terminate this Agreement immediately without any obligations of paying any fees (including but not limited to the fees for already provided services) and/or damages to the Affiliate. The Agreement shall be considered as having been terminated from the moment of receiving the notification from the Company. With the acceptance of this Agreement, the Affiliate holds the Company harmless from any liability and/or indirect losses of the Affiliate and/or his subcontractors and/or the third parties involved by the Affiliate.

3. The object of this Affiliate Agreement

3.1 Affiliate undertakes to distribute information about services (including marketing materials) provided by the Company and companies of its group, and the Company undertakes to pay commission to the Affiliate in compliance with the terms, established in this Affiliate Agreement.

3.2 A substantial provision of this Affiliate Agreement is the distribution of information by the Affiliate in compliance with the provision of this Affiliate Agreement and instructions, received from representatives of the Company.

4. Account registration

4.1 In order to register an account, the Affiliate fills out the registration form on the Affiliate platform website www.top1Affiliate.com

4.2 The Affiliate accepts the terms of this Agreement.

4.3 In case the Affiliate is a legal entity, they should also provide the following documents to the Company for its registration by sending an Affiliate@top1markets.com:

4.3.1 certificate of incorporation;

4.3.2 certificate of shareholders;

4.3.3 certificate of directors;

4.3.4 a recent certificate of incumbency listing (1, 2 and 3) can be accepted instead of the above;

4.3.5 certificate of good standing (only applicable to corporations established more than 12 months ago);

4.3.6 memorandum and articles of association;

4.3.7 POA of a legal entity issued within the last 3 months – this period can be extended to 6 months maximum at the discretion of the Company;

4.3.8 POI and POA (issued within the last 3 months) for all directors, beneficial owners, shareholders with a 10% share or more and authorized signatories of a legal entity.

5. Payment procedure

5.1 Affiliate commissions are calculated as follows:

5.1.1. After the transaction is closed: the fixed commission will be returned according to different symbol.

Form

Symbol	Commission Amount
EURUSD	\$2/lot
XAUUSD	\$10/lot
USOil	\$5/lot

5.1.2 After the transaction is closed: the commission for each transaction is automatically credited to the rebate account.

5.1.3 Commissions are paid only on transactions performed by clients that are attracted by Affiliates and profitable to the broker.

5.2 The account currency is USD, and all payment transactions with Affiliates are in USD.

5.3 Affiliate commissions are paid twice a month.

5.3.1 The first working day of the first half of each month is the interest settlement day, and within 3 working days thereafter;

5.3.2 The first working day of the second half of each month is the settlement date, and within 3 working days thereafter;

5.3.3 The first working day of the first half of the month to the first working day of the second half of the month is a rebate settlement cycle;

5.3.4 The first working day of the second half of the month to the first working day of the first half of the month is a rebate settlement cycle;

5.4 In order to receive commission payments, you need to have a real-name verified account and at least 10 active traders during the rebate settlement cycle of a Affiliate program. The number of active traders can be seen in general statistics. Active traders are trading users who have made at least one deposit and closed a transaction. After you have 10 active traders in your trading account, all accumulated funds on your balance will be settled to you with the most recent payment.

5.5 Failure to meet the commission payment conditions is handled as follows:

5.5.1 During the settlement period of the Affiliate plan, if there are less than 10 active traders, all accumulated funds on your balance will be cleared.

5.5.2 In one settlement cycle of the Affiliate plan, there have been 10 active traders, but the Affiliate account has not passed real-name authentication, and all accumulated funds on your balance will be accumulated to the next rebate settlement cycle .

5.6 When the commission calculated in the manner described in this agreement is payable, it shall be paid directly by the company or any third party on behalf of the company at the company's discretion at the frequency specified above. Payments made in any of the above ways should relieve the company of its obligations related to commission payments.

6. Authority and liabilities of the Parties

- 6.1 The Company bears no responsibility for the activity or inactivity of the Affiliate.
- 6.2 The Company bears no responsibility for a failure to fulfill its obligations due to disruptions of communication lines, technical problems of the Internet service provider and/or other technical problems.
- 6.3 The Affiliate is responsible for the safety of their passwords and payment information.
- 6.4 The Affiliate guarantees that all their personal information provided to the Company is true, accurate and up to date.
- 6.5 The Affiliate undertakes to provide the Company with a complete list of their traffic sources for the mandatory moderation procedure, undertakes to update this list in case of adding new traffic sources and guarantees to use only the traffic sources approved by the Company.
- 6.6 The Affiliate guarantees that their actions in accordance with this Agreement do not violate laws, legal acts and other rules and regulations, applicable to the Affiliate or within the jurisdiction of the Affiliate.
- 6.7 The Affiliate is responsible for the payment of taxes he is subject to in the state of his tax residency.
- 6.8 The Company reserves the right to withhold an account verification for the regulated and/or non-regulated traffic without explanation.

7. The Affiliate undertakes to:

- 7.1 Provide true and accurate data.
- 7.2 Provide exclusively true, accurate, clear and up to date information on his websites and in marketing advertisements/publications and other sources.
- 7.3 Not register and/or use a domain name that contains TOP 1 Markets brand name (including any derivatives and misspellings) or could mislead clients into believing that their website is the official TOP 1 Markets website, unless explicitly authorized by the Company.
- 7.4 Clearly identify his website/blog for the visitor as an unofficial website of the TOP 1 Markets company. This is to be clearly indicated on the first screen of the home page in a font that is not smaller than the main font of the page.
- 7.5 Use only the promotional materials provided in the personal account of the Affiliate program for marketing purposes; regularly update them or replace with up to date ones upon request of representatives of the Affiliate program.

7.6 Use a warning about risks in case of describing potential profit to the client. A risk warning should be in bold, not obscured by its colour or tried to be hidden among pictures – a risk warning should be clearly legible to all clients and draw a reader's eye to it. Moreover, a risk warning should be located not lower than legal/contact information.

7.7 Equally describe advantages and drawbacks of the financial instrument.

7.8 Not give guarantees or make promises on behalf of the Company.

7.9 Indicate Company's licenses exclusively as a fact, rather than in terms of approval of the Company's activity.

7.10 In case of comparison with another service/broker to use only true information and indicate reliable sources.

7.11 In case of demonstration of the behavior of one of the assets and trading with it, indicate the precise time of such behavior and clearly define that the information belongs to the past and may not bring the same results in present or future.

7.12 To comply with the regulation of the respective representative of the Company in relation to the content of marketing materials and information;

7.13 Free the Company of responsibility and/or sanctions applicable to the Company in relation to the failure of the Affiliate to fulfill his tax obligations.

7.14 Not use any tactics that would encourage a prospective client to deposit or trade more than they plan to deposit or trade once the account is opened, in cases when the Affiliate has contact with prospective clients before opening an account. Any identification by the Company of the use of aggressive marketing by Affiliates may provide cause for the closure of that Affiliate's account.

8. Official TOP 1 Markets Affiliate marketing guidelines

8.1 Options, Forex and CFD trading is a regulated activity; as a consequence, all your promotional materials must be fair, not misleading, clear, and comply with these marketing rules.

8.1.1 All statements must be balanced; therefore if you mention potential profits you must always also mention potential losses. When promoting TOP 1 Markets, do not promise that one can learn trading easily or profitably with TOP 1 Markets unless you are specifically referring to the demo account. Avoid using terms such as "win/make/earn money", "start your trading career", or "make an income", as well as other similar terms.

8.1.2 Affiliates are not allowed to publish materials or use phrases stating that trading is easy and exciting. Additionally, implying that trading leads to success, a change in lifestyle, financial freedom or any other unwarranted benefit is prohibited. Do not use any visual reference to money (cash, credit cards, notes and coins).

8.1.3 Options, Forex and CFDs are complex products and are not suitable for everyone. Ensure your promotional materials do not imply that TOP 1 Markets's products are easy to understand/use and accessible to everyone.

8.1.4 Do not advertise TOP 1 Markets as "work from home", "making easy/guaranteed money" or other unwarranted claims or misleading statements, as such promotion would not emphasize the high risk involved in trading options, Forex and CFDs, and would interfere with the integrity of TOP 1 Markets.

8.1.5 Affiliates are only permitted to promote TOP 1 Markets via web pages, ad campaigns or other sources which have been reviewed and approved by TOP 1 Markets's personal or compliance managers.

8.1.6 Do not advertise TOP 1 Markets on a website or a webpage that exclusively offers trading signals, social trading, copy-trading, auto-trading, robots, investment advice or portfolio management services.

8.1.7 In case the Affiliate uses contact forms, comments sections, newsletters, live chats or any other form of direct and private communication between the Affiliate and a client/prospective client, the Affiliate undertakes the responsibility to act in good faith at all times and must not make any false or misleading statements with respect to the Company and/or the services provided by the Company and/or engage in any other practice which may go against the best interest of the client and may affect adversely the image and credibility of the Company.

8.1.8 In a case when a Facebook or another social network page (including YouTube) is used for promotion, such social network pages can be accepted as a traffic source only if these pages are not promoting the Company directly but instead promote a website which is used as a traffic source itself. An exception can be made at the Company's discretion.

8.1.9 Depending on countries where the majority of your traffic comes from, all promotions and invitations to open an account (registration links) must include the relevant Risk Warning. Ensure the RW is clearly readable, visible and of appropriate size.

8.1.10 Do not refer to a bonus when mentioning TOP 1 Markets as the company does not offer bonuses.

Whenever mentioning a potential profitability percentage (payout), you must always include an asterisk next to the percentage and add the following statement "*amount to be credited to the account for a successful trade".

8.1.11 Materials should not include information regarding strategies that indicates them as trading strategies (e.g. “the Martingale trading strategy”). Instead, if you use information based on strategies, you should call it a “trading pattern” and this material should contain the following risk disclaimer: “Your capital may be at risk. This material is not investment advice”.

8.1.12 All videos must contain the following risk warning that is visible throughout the entire duration of the video: “RISK WARNING: YOUR CAPITAL MIGHT BE AT RISK”. If you are recording a trading session, do not use the word “strategy”, do not give investment advice and add an additional warning: “NOTE: THIS VIDEO IS NOT AN INVESTMENT ADVICE”.

8.1.13 In case the Affiliate promotes TOP 1 Markets to residents of France, only the following financial products can be advertised: CFDs on stocks & ETFs, CFDs on Currency Pairs, CFDs on Cryptocurrencies, CFDs on Commodities. It is required to explicitly state that the CFDs available on TOP 1 Markets platform are protected.

8.1.14 In a case when the Affiliate promotes the Company to citizens of Poland and/or publishes content in the Polish language, any sort of direct communication between the Affiliate and a Polish potential client is prohibited.

8.1.14.1 The following practices are not tolerated for the Affiliate who is likely to target Polish citizens as they provide a mean for direct communication: cold e-mailing; use of live chat; use of registration systems or feedback forms where the Affiliate would obtain a potential client’s contact details; allowing prospective clients to contact the Affiliate through an e-mail address noted on the Affiliate’s website; cold calling; any other method of direct communication.

8.2 Additionally, an Affiliate is prohibited from:

8.2.1 Using spam of any kind for attracting clients.

8.2.2 Opening and/or accessing trade accounts (including without limitation of active users) and Affiliate accounts from one IP-address and/or by his Affiliate links, as well as allow/offer relatives, friends and other people he knows to register by his links or do so himself on their behalf.

8.2.3 Attracting clients via private communication, i.e. private messages in social networks or messengers, personal emails, phone calls or face-to-face communication.

8.2.4 In the case of doorways, it is forbidden to use persons’ names and brand names of other companies as keywords. Unrelated to TOP 1 Markets traffic is prohibited. Doorways are accepted with approved pre-landings only.

8.2.5 Attracting traffic from countries prohibited by the Company and conduct marketing activity in the prohibited regions. We accept traffic from all the countries, excluding Australia, Belgium, Canada, Iran, Israel, Japan, Latvia, North Korea, Palestine, Russia, Sudan, Syria, and the USA.

8.2.6 Offering clients to register by your Affiliate link for compensation or for any kind of profit.

8.2.7 Publishing false information in order to attract more clients or misleading clients.

8.2.8 In the case of Facebook, it is forbidden to use fraudulent schemes when buying advertising on the company's brand. Purchasing ads for pages that may appear to the user as TOP 1 Markets pages is prohibited. Creating and maintaining these pages is considered a violation. The only permitted way to work with Facebook is to keep a page of your own resource that is not similar to the resources of the TOP 1 Markets, and purchase advertisements for this resource.

8.2.9 Allowing in any way, any referred user, prospective client, and/or active user to access the Company's platform from the same IP-address and vice-versa.

9. Agreement Termination and Block of Affiliate Account

9.1 In the event that the Company has reasonable suspicion to believe and/or in case of detection of violation of rules and/or guidelines specified by this Agreement, as well as in case of any indications of fraud when conducting financial transactions after the attracted client has made a deposit, the Company reserves the right to cancel this transaction and suspend the flow of funds on the Affiliate's account. In this case, the accrued Affiliate commission shall be annulled and not payable to Affiliate. The Company reserves the right to block Affiliate's account in case of misuse and for the reasons described in this clause 9, the effect of which would be the termination of the business relationship with the Affiliate under this agreement.

9.2 The Affiliate understands and accepts that upon termination of this Agreement and/or block of an Affiliate account:

9.2.1 The Affiliate shall immediately and without undue delay stop sending traffic and/or providing the services in relation to this agreement, as the case may be;

9.2.2 Any Affiliate links used for the purposes of this agreement shall be disabled and shall not be operative;

9.2.3 Such termination or block shall subject to any other provisions of the Agreement, be without prejudice to any outstanding or accrued obligations the Affiliate has vis-à-vis the Company;

9.2.4 Any authorization or powers of attorney or any rights granted by the Company to the Affiliate shall be automatically terminated and withdrawn;

9.2.5 Any authorization or powers of attorney or any rights granted by the Affiliate to any client/user shall be automatically terminated;

9.2.6 All and any active user of the Company which was referred by the Affiliate, in the sole discretion of the Company, remain as registered clients of the Company, irrespective of the termination of this agreement and/or block of the Affiliate account;

9.2.7 It shall immediately return to the Company all documents, brochures, all reports and any other material in the Affiliate's possession including but not limited to the registered domain names and/or any other information relating to the services provided by Affiliate under this agreement.

10. Confidential & Personal Data

10.1 For the purposes of this section, the following definitions shall apply:

10.1.1 Data Protection Legislation: the applicable legislation with regards to the protection of personal data
10.1.2 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (known as "anonymous data").

10.2 Affiliate hereby undertakes and confirms to the Company that it shall at all times:

10.2.1 Comply with its obligations under applicable Data Protection Legislation with respect to any processing of Personal Data that will be undertaken within the context of this Agreement;

10.2.1 At its own expense, ensure that it complies with and provides any assistance that may be required to the Company to comply with the requirements of Data Protection Legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, (a) the GDPR, and (b) any national implementing laws, regulations and secondary legislations.

10.3 The Company has the right, without prior notice to the Affiliate, to disclose and/or consent to the disclosure of personal data, including without limitation to the data provided hereunder, any data connected to confidential information and/or details of the transactions of the Affiliate (i) in order to comply with the requirements of the regulatory authorities of St. Vincent and Grenadines and/or Cyprus (as it may be applicable) and/or (ii) to banks and other financial institutions, to its auditors/consultants, companies belonging to the group of companies the Company belongs to, the Company's Affiliated companies, and/or to any other company which may be directly or indirectly controlled by the Company, for the purpose of facilitating the performance of this agreement, provided that they are informed and committed

to the confidentiality of the information communicated. All the Affiliate's personal data shall be processed in strict compliance with the provisions of the Data Protection Legislation.

10.4 The Company will handle all personal data provided under this Agreement, according to the relevant laws and regulations for the protection of personal data.

10.5 The Company, through the involvement of another legal entity, collects and processes personal data of natural person connected with the Affiliates, including without limitation to the data requested under paragraphs 4.3, 4.4 and 7.1 hereof, solely for the purposes of this Agreement and of the requirement of applicable laws and/or regulations. The Affiliate hereby represents and warrants, and the Company hereby relies on such representations and warranties, that the consent of any natural person (directors, ultimate beneficial owners, shareholders and/or authorized signatories of an Affiliate being a legal entity) of whose personal data has been submitted to the Company, has been freely provided and that any such natural person is well informed and **10.2** consents to the disclosure provisions of paragraph 10.4 of this Agreement.

10.6 Subject to paragraph 10.2, the Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement including without limitation the information to be provided under paragraphs 4.3, 4.4 and 7.1 of this Agreement and/or all communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.

10.7 The Affiliate acknowledges and accepts that it/she/he has read and accepted the Privacy Policy which can be found on the Company's website. For the purposes of this paragraph, the term Client in the Privacy Policy shall be read to include the term Affiliate.

11. The Company has the right to change, add, rename or leave unchanged any section, paragraphs and subparagraphs of this Agreement without prior notice to the Client about such changes. In case of violation of any of the Affiliate's obligation in accordance with this Affiliate Agreement, as well as if the Company makes a decision on the inexpediency of continuing further cooperation with the Affiliate according to the Affiliate Agreement, the Company has the right to terminate the Affiliate Agreement and to notify the Affiliate immediately about it in any way without compensation of losses and without making any payments, including payments for distributing information about the Company.

11.1 In some cases, upon the Company's decision, the Company can pay the Affiliate's profit even after unilateral termination of the Affiliate Agreement with such Affiliate.

12. Assignment

12.1 The Company may at any time assign, subcontract, delegate, sub-license or deal in any other manner in whole or in part the Agreement or any of its rights or obligations hereunder determined.

12.2 Affiliate shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement, without the prior written consent of the Company.

13. Arbitration

13.1 Claims for lost revenues will not be considered;

13.2 The Company does not compensate for moral damages;

13.3 All claims are to be sent via Affiliate@top1markets.com.

13.4 Time of consideration of claims is 15 working days or less;

13.5 In case a dispute is not specified in this Agreement the Company makes the decision based on relevant practice;

13.6 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of St. Vincent and the Grenadines.

13.7 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of arbitration of St. Vincent and the Grenadines, as amended from time to time, and the provisions of which are deemed to be incorporated herein by reference. The decision of St. Vincent and the Grenadines arbitration shall be binding upon both parties. If the parties fail to agree on the appointment of an arbitrator within 7 clear days, then the competent appointing authority of St. Vincent and the Grenadines shall appoint the arbitrator.

The number of arbitrators shall be one.

13.7.1 The seat, or legal place, of arbitration shall be the City of Kingstown.

13.7.2 The language to be used in the arbitral proceedings shall be English.

TOP Markets

704 Station St Box Hill VIC
3128(Australia)

+61 2 61720053
Affiliate@top1markets.com