



More Than a Broker

AFFILIATE AGREEMENT



AFFILIATE AGREEMENT

1. INTRODUCTION

THIS AGREEMENT is entered by and between:

FAZCO CAPITAL LTD., a company duly registered under the laws of St. Vincent and the Grenadines with Registration Number 22500IBC2015, having its registered address at Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines, (the "Company"), on the one hand, and

The Affiliate who has requested to become an Affiliate of Company by executing this Agreement (either online through the relevant website or by the execution of the relevant agreement) and has provided us with the necessary due diligence and has been accepted by the Company as one of the Company's Affiliates (hereinafter "the Affiliate" or "you"), on the one hand.

This Agreement shall come into force and effect on the date of execution by both Parties ("Commencement Date").

Any reference to the "Parties" to this Agreement shall mean Company and the Affiliate collectively and respectively the "Party".

2. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

"Business Day" means any day, other than a Saturday or a Sunday, or any public holiday in St. Vincent and the Grenadines;

"Client Agreement" means the terms of business between us and a Client, to which the Client has consented to in writing;

"Client" means a customer who has been or is identified as introduced by you to us and with whom we enter into a Client Agreement;

"Commencement Date" means the date that we acknowledge receipt of the signed copy of this Agreement from you;

"Services" means the services shown in Schedule 1 which you will offer to us under this Agreement.

References to statutory provisions, or to related enactments, orders or instruments are references to those provisions, enactments, orders or instruments as amended or as re-enacted or as their application is modified from time to time.

References to persons include references to any persons, corporations and to any association or partnership.

The Affiliate understands that in order to enter into a contractual relationship with the Company, the Company shall undertake certain due diligence over the Affiliate. The due diligence information shall include:

- 2.1. A proof of identity: a scanned colored copy of passport, national identity card. All personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.
- 2.2. A proof of residence (not older than 3 months), which can be a stamped bank statement, utility bill (electricity, gas, water, landline telephone), credit card statement, official residency certificate or rental agreement. It is important to take into account that electronic (on line) bills or statements are not acceptable.

The Parties understand that the list is not exhaustive and the Company has the discretionary powers at any time to request for additional documentation and/or evidence relating to the Affiliate.

3. NON-EXCLUSIVITY

It is understood between the Parties that this Agreement does not impose an exclusivity relationship on either of the Parties. The Company understands that the Affiliate may act in the same capacity and offer similar services to third parties. The Affiliate understands that the Company may retain the Services of other Affiliates as well. The Affiliate undertakes not to introduce to third parties the same Clients introduced to the Company and is expressly prohibited from using the Company's marketing material for the benefit of third parties.

4. INTRODUCING CLIENTS

The Affiliate understands that the purpose of this Agreement is that with effect from the Commencement Date and during the term of this Agreement, the Affiliate shall endeavour to introduce to the Company prospective Clients.

The Parties understand that the Company has an absolute discretion to accept or refuse without prior notice any prospective Client without giving any reason. The Parties understand that the Company shall not be held liable for such decision to either the Company and/or the Client.

The Affiliate understands that each Client as this might have been referred to the Company will be required to proceed with the necessary due diligence, know your client and assessment process that the Company has in place in order to open a trading account with the Company. In case the Client is successful in opening a trading account with the Company, they shall be subject to frequent monitoring and review process. The Affiliate understands that the Client will have to provide all necessary information and/or documentation in order to open a trading account with the Company.

If we agree to accept any person introduced by you as our Client, then such person will enter into a Client Agreement with us and we will open an account in our books in the name of the Client, whereupon the Client shall be bound by the terms of the said Client Agreement. Upon our request, you shall furnish us with any other documents and agreements executed by the said clients customers, which we may reasonably require in connection with the operation or maintenance of the account.

5. UNDERTAKINGS AND WARRANTIES BY THE AFFILIATE

The Affiliate undertakes and confirms that:

- The Affiliate shall notify the Company immediately of any actual or potential contravention of any legal or regulatory requirement that may be imposed for the provision of the Services;
- The Affiliate will notify the Company immediately if any actual or proposed judgement, order, disciplinary sanction is imposed upon or entered against the Affiliate or any other action or claim is taken against the Affiliate (including without limitation any pending litigation), in relation to the Affiliate's activities which has, or may have, in our reasonable opinion, a material adverse effect on your reputation or financial standing;
- The Affiliate has, prior to execution of this Agreement, fairly disclosed to us all information (including, without limitation, any material information and details of any material issues which the Affiliate may have previously encountered in the provision of similar services as contemplated in this Agreement to third parties) which may reasonably be considered material to the Company in deciding whether to enter into a contractual relationship with the Affiliate and/or any Client as introduced by the Affiliate;
- The Affiliate undertakes that all information is supplied to the Company (including, without limitation, information relating to any Client or its account) is true, complete and accurate in all material respects and the Affiliate shall advise the Company immediately of any material change to information previously provided;
- The Affiliate undertakes and understands it is the Affiliate's responsibility to comply with all applicable legal and regulatory requirements in each jurisdiction in which the Affiliate carries on business;
- The Affiliate undertakes to inform the Company, through the relevant Affiliate Portal, of all its websites and/or means that the Affiliate is using for the provision of the Services; and
- The Affiliate understands that it shall comply and provide the Company with all reasonable requests or instructions as these may be provided in relation to the Affiliate's standing.

6. COMPANY'S RIGHTS AND OBLIGATIONS

Once an Affiliate is registered as one of the Company's Affiliates, the Affiliate shall have an Affiliate Account with the Company.

The Affiliate Account shall allow the Affiliate to have access to the Company's Affiliate Portal.

The Affiliate understands that the Company is required to perform the necessary due diligence in order to be able to allow the Client to open a trading account with the Company.

The Company reserves its right to request from the Client further information and/or may apply additional identification/verification procedures.

The Affiliate understands that as soon as a Client is introduced / referred to the Company, the Affiliate cannot interfere and/or interrupt the Company's client acceptance policy.

7. AFFILIATE OBLIGATIONS AND RESPONSIBILITIES

You shall perform the Services including without limitation your obligations under this Agreement and otherwise conduct your business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice and in accordance with Applicable Regulations. You shall not take any steps which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position and will comply with all applicable laws and rules and requirements applicable to you or us and disclose to us promptly any complaint, regulatory investigation, or disciplinary action or any other development that may have a material impact on your ability to provide the Services in accordance with Applicable Regulations.

Subject to any restrictions contained in this Agreement, you shall provide the Services or such other services which may from time to time in our reasonable opinion become necessary and which are notified in writing by us to you and agreed between us.

You shall:

- Not take or omit to take any action which you know or ought reasonably to know is reasonably likely to prejudice or to bring into disrepute in any manner our business or reputation or that of any of our associates;
- Not knowingly do or commit (or permit to be done or committed) any act, matter or thing that you know or ought reasonably to know is reasonably likely to put us in breach of any of the provisions of the Client Agreement;
- Not make any representation or warranty concerning us except as authorised by us;
- Not, in your capacity as the Company's Affiliate, incur any liability on our behalf or in any way pledge or offer our credit;

At all times act in good faith for and towards us;

- Not in any way represent to any Client that you or we will guarantee such Client against loss, limit the loss of such Client or not call for or attempt to collect required initial margin maintenance margin as established by us.
- Not do anything, which is either intended or has the effect of creating a binding contract or arrangements between us and any other third person or of engaging us in any liability;
- Not use the material we will provide to you for the benefit of our competitors or other persons to whom you offer similar services;
- Not provide any incorrect or misleading information about us;
- Not provide any information to the Clients and/or prospective Clients which are not full, accurate, clear, and non-misleading information, clarifications and marketing material regarding us, our services or licenses;

You shall not provide any investment, legal or tax advice to prospective Clients or Clients, in our name or on our behalf;

Not use our name for any illegal activities;

You shall not at any time hold any assets belonging to Clients or money which is or is to be treated as client money and you shall not manage the trading accounts we will open for the Clients. You shall not offer any investment services to Clients.

Throughout the period of this Agreement, you will make available such suitable personnel (including, upon our reasonable request, a senior officer) both during the normal business hours and outside normal business hours in the case of emergency as shall be reasonably necessary to enable you to perform your obligations, and shall also make available such other facilities of liaison, co-ordination and co-operation as shall reasonably be necessary to facilitate the efficient carrying out of your obligations envisaged under this Agreement.

You shall, save to the extent necessary to effect introductions hereunder and to perform your obligations under this Agreement (and notwithstanding any termination of this Agreement), keep all information relating to us or our services strictly confidential and shall not disclose the same to any other person or seek to utilise the same in order to obtain any commercial advantage over us for yourself or any other person or entity.

You shall maintain appropriate records in relation to your Services and provide us with such information on the performance of your obligations under this Agreement as is agreed between us in writing from time to time or otherwise reasonably required by us in writing in order to satisfy us that you are performing your obligations effectively and in accordance with the Applicable Regulations.

The Parties understand that this Agreement is not to be considered as an employment relationship. It is understood that the Affiliate is an independent service provider and the Affiliate does not have any authority to bind the Company in any way.

Your immediate family members cannot be proposed by you as Clients and in the event that we do accept them as our Clients, you shall not be entitled to commission or Fee. You shall not be allowed to any commission of Fee for any trading activity from your own trading account held with us.

8. INDEMNITY AND DAMAGES

You agree to indemnify and hold harmless the Company, its directors, officers, employees and affiliates, from and against any liability, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties whatsoever suffered or incurred by the Company arising out of your negligence, wilful default or fraud or breach of your obligations under this Agreement.

To the maximum extent permitted by applicable law, in no event shall we or our affiliates, parent companies, employees, agents, attorneys, officers, managers, directors or suppliers, be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any software provided by us to you or the Clients for its use in transacting business with us, even if we have been advised of the possibility of such damages.

Notwithstanding the termination of this Agreement, you will indemnify us against any loss or liability suffered by us as a result of any contravention of any such legal or regulatory requirement.

The Affiliate understands that in case of termination of the Agreement due to breach of any of the terms and/or conditions contained in this Agreement, the Affiliate shall not have any right to damages.

9. CLIENT FUNDS

In case a Client is successful in opening a Trading Account with the Company, he shall be able to deposit funds into his trading account as per the Company's terms and conditions. Any payment due and payable by the Client to us or withdrawal must be made via bank transfer, credit card transfer according to the Client Agreement to be entered into with the Client and us.

You are expressly prohibited from receiving, holding or handling any Client money.

10. CLIENT COMPLAINTS

You will promptly inform us in writing, of any complaint against us, marked for the attention of our Compliance Officer at **affiliates@Company.com**.

You agree to notify us of any written complaint received from a Client which relates to any function that you have undertaken and, in the event you agree action is necessary, you undertake to take reasonable steps to amend your procedures to avoid the occurrence of similar complaints in the future.

11. FEES AND PAYMENTS

Introducers will be remunerated with commissions as set out in Appendix 1 of this Agreement.

For the commission to be paid for a new client, the new client will have to make a minimum deposit of 250 USD or equivalent in the trading account.

No commission will be paid if the client deposits money in his trading account and then subsequently withdraws leaving a balance of less 250 USD.

The billing period of the calculation of your Commission shall be deemed to be one calendar month.

Commission payments for the previous month will be made once per month between the 1st until 10th of the month at the latest.

Any bank or transaction fees shall be shared between both parties.

If a new client requests to withdraw their initial deposit amount within 30 days of their first deposit, the introducer will not receive any commission.

We reserve the right to deduct from any commission owed the sum of compensation corresponding to trading positions which were closed less than fifteen seconds after opening or when we reasonably suspect that the client introduced by the introducer performed abusive trading acts such as, but not limited to, Snipping, Scalping, Pip-hunting, Hedging, placing "buy stop" or "sell stop" orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds on our Trading Systems.

We also reserve the right to withhold commissions if the new client introduced by the introducer entered into transactions or trades for the sole benefit of earning a commission for an introducer (referred to as churning). In such instances the company also reserves the right to

terminate a contract with an introducer with immediate effect without any notice.

In the event that within five calendar days from the date of payment you do not disapprove in written form amount of the Commission transferred to your account, the payment shall be considered as transferred correctly, the sum of payment confirmed by both parties and shall not be disputed by you.

Such Commission shall continue to be payable to you following any termination of this Agreement provided: at all times following such termination:

- you shall comply with the provisions of the Agreement which survive termination;
- no confirmation or representation given by you shall subsequently prove to be incorrect; and
- you shall not act in any manner which would, during the term of this Agreement, entitle us to terminate pursuant to the terms of this Agreement;
- you shall not act in any manner which may damage our business or reputation or cease, in our reasonable opinion, to be a fit and proper person to conduct, or be associated with, designated investment business (as defined under the Applicable Regulations).

We shall not be liable for any travel, communication or other expenses incurred by you in relation to this Agreement.

You confirm that you shall be solely responsible for any costs or expenses incurred by you pursuant to this Agreement and that you shall only be entitled to receive the commission.

Subject to our right to apply limits on various payments methods, the payment shall be paid in a bank account or payment institution account belonging to you or to your trading account held with us. You shall have the right to change your payment method every month. To this end you need to inform us via email between the 1st day and the 6th day on a Business Day, should you wish to change your payment details.

Should one Client introduced by you, open more than one accounts with us, you shall receive Your Commission only for the first account opened with us.

It is agreed and understood that the Affiliate cannot receive remuneration/commission hereunder for his own trading activity with us.

12. TERMINATION

This Agreement shall commence with effect as of the Commencement Date and shall be valid for one (1) year. The Company shall review the Affiliate's operations as per the terms of this Agreement and the Parties will have the right to extend the duration of this Agreement to the extent of time as they consider necessary.

In case the Affiliate wishes to terminate this Agreement, they may so in one of the following ways:

- By the Affiliate providing 48 hours written notice to the Company.
- By the mutual consent of the Parties if they believe that the collaboration is not profitable.
- The Company may terminate this Agreement by providing 48 hours written notice to the Affiliate.

The Company reserves the right to terminate this Agreement at any time in case of breach of any of the material terms of this Agreement. The Company may terminate this Agreement immediately at any time by giving written notice to you, and without further obligation to you, if you cease, in our reasonable opinion, to be fit and proper to introduce prospective Clients to us, or if you do not perform your obligations under this Agreement or if you are prevented for any reason from carrying out your activities hereunder or if you do not introduce a new client for a period of more than six months, or you introduce Clients which enter into prohibited actions described as per the terms of this Agreement.

The Company has discretionary power to immediately terminate this Agreement in case it considers that the Affiliate may, at the Company's reasonable consideration, have breached the terms of this Agreement.

This Agreement may be terminated by either Party forthwith at any time by giving written notice to the other ("the Party in Default") if:

- the Party in Default goes into administration or liquidation or becomes insolvent or is wound up or resolves to do so or a petition seeking an administration or winding-up order is issued in relation to the Party in Default (or an analogous event occurs under the law of any jurisdiction); or
- the Party in Default either commits any breach of this Agreement which is irremediable or, if remediable, is not remedied within 10 days after written notice is given to the Party in Default by the other requiring such remedy.

Forthwith upon any termination of this Agreement you shall procure the delivery to us of all documents belonging to us (including all Marketing Material), transfer relevant records or data to us, and undertake not to retain any copies thereof.

Notwithstanding any termination of this Agreement, you shall provide all information and assistance required by us for the purpose of dealing with the Clients prior to such termination and shall take no action which may result in such Clients terminating or ceasing to develop their relationship with us.

In the event of the termination of this Agreement, it is expressly understood and agreed that we will continue our relationship with the Clients introduced by you if the Client wishes this.

13. NOTICES

All notices shall be in writing and may be served personally at or by fax, courier or email to our respective addresses set forth by you when you requested to become our Affiliate and to our address as set forth below or such other address as either you or we may give notice to the other from time to time. You must ensure that at all times we are able to communicate with you by telephone, fax or email.

In case any notice is to be sent to the Company the following contact details should be used:

FAZCO CAPITAL LTD.

Address: Suite 305, Griffith Corporate Centre, PO Box, 1510, Beachmont, Kingstown, St. Vincent and the Grenadines

Tel: +44 (0) 2035041520 support@fxbtrading.com

Email: support@fxbtrading.com

In case any notice is to be sent to the Affiliate the following contact details should be used:

Name: _____

Address: _____

Tel: _____

Email: _____

Such notice or other communication will be deemed effective if in writing and delivered in person or by courier, on the date it is delivered or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered or if sent by email on the date that email is delivered, unless the date of delivery (or attempted delivery) or the date of receipt, as applicable, is not a Business Day or the communication is delivered (or attempted to be delivered) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

14. GOVERNING LAW AND JURISDICTION

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

15. LICENSE TO USE OUR INTELLECTUAL PROPERTY

Subject to the terms and conditions of this Agreement, we hereby grant to you, for the duration of this Agreement, a license to use the information as these may be provided and furnished by us or otherwise obtained by you during your relationship with us ("Intellectual Property").

Intellectual Property, regardless of the author, shall remain our sole property and shall be accounted for and returned by you to us on demand. It is expressly understood that your license to the use or possession of Intellectual Property is to fulfil your obligations to us under this Agreement and you have no other right or proprietary interest in the Intellectual Property other than the license provided in this Clause.

16. SEVERABILITY

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, paragraph, sentence or Clause of the Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and the basis of all our dealings with you and supersedes all previous written or oral communications or understandings, whether formal or informal, with respect thereto.

18. AMENDMENT

We may amend this Agreement and the specifications of each Affiliate plan / deal available on our website by notice in writing to you at any time. Any such amendment shall take effect from the date specified by us but may not be retrospective or affect any rights or obligations that have already arisen. Otherwise, this Agreement may only be varied by the written agreement of both you and us.

19. FORCE MAJEURE

We shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of any total or partial failure, interruption or delay in the performance of our duties and/or obligations under this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between us and you or any other third party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

20. WAIVER

No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

21. ASSIGNMENT

You may not without our prior written consent transfer this Agreement or any interest or obligation in or under this Agreement and any purported transfer without such consent shall be null and void. Following such consent to the transfer of any interest or obligation under this Agreement, you shall remain responsible for the performance of all of the transferee's obligations under the Agreement.

The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing ten Business Days prior Written Notice to you. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of such transfer, assignment or novation, the Company shall have the right to disclose and/or transfer your information (including without limitation personal data, recording, correspondence, files and records) to the third party.

22. GENERAL

Subject to any restrictions contained this Agreement, you agree that we (including our associates, employees or representatives) shall be entitled to telephone you without express invitation (or make other "unsolicited real time communications") during normal business hours (or such other times as may be convenient) if we consider it appropriate.

If you are a partnership or more than one person, any liability arising under this Agreement shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid. This Agreement shall not be terminated or prejudiced or affected by any change in the constitution of such firm or by the death of any one or more of such persons but in the event of any such death notice of termination shall be given by the survivor or survivors of such persons or the personal representatives of any such persons who have died.

Your Services hereunder shall not be exclusive, and we shall be entitled at any time to appoint any other person or entity to provide services to us in any jurisdiction, whether or not similar or identical to the Services to be provided by you hereunder.

This Agreement is made in two original copies, that both have equal validity.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY AND BETWEEN

The Company: FAZCO CAPITAL LTD

Name: _____

Position: _____

Signature: _____

Date: _____

The Affiliate: _____

Name: _____

Signature: _____

Country: _____

Date: _____

APPENDIX 1

FEES

COMMISSION PAYMENT:

FXB Trading offers tailor-made proposals to Affiliates, based on communication between both parties and terms agreed. Please contact our team for further information.

