



Affiliate Agreement

Version: October 2015

1. General Provisions

1.1. The present Affiliate Agreement (hereafter the Agreement) is a basic regulatory document on grounds of which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter – NewForex Group) collaborates in the frames of the Affiliate program with a person or entity, who opened an affiliate account in NewForex Group, hereinafter referred to as Partner.

The Present Agreement has a legal force and should be considered as the public offer addressed to general public (both individual and juridical). The acceptance of this offer as well as entering of the present Agreement into full legal force is the fact that an individual or a person representing a company passes the full (two-stage) registration procedure on the corporate site of NewForex Group. From that point forward the person should be regarded as the Acceptor. It clearly implies that the Offerer and the Acceptor take all the relevant rights and duties described in the present Agreement in their full size.

The present Agreement has a subordinated character to the Publicly declared documents. It means that if any provision of the present Agreement contradicts with any provision of the Publicly declared documents, then the relevant provision of the Publicly declared documents comes into action (has a priority).

The present Agreement may be translated into any language from the list of language versions available on the corporate site of NewForex Group, however, it should be taken into account that the English version should be treated as an input version of the present Agreement. In case of any falsia leclio (irrespective of whether it is connected with some nuances in translation or not) the priority must be given to the English version of the present Agreement.

1.2. Making a decision to collaborate with NewForex Group in the frames of the Affiliate program, the Partner (the Acceptor) fully agrees with all the conditions and provisions of the present Agreement available to the general public on the corporate site of NewForex Group with the URL-address <http://www.newforex.com>. The confirmation of the Partner's consent with conditions and provisions of the present Agreement is the full (two-stage) registration procedure on the corporate site of NewForex Group which leads to the creation of a (Partner's) Profile and allows to use NewForex Group services and in particular, Affiliate account. It concerns the whole time during which the Partner interacts with NewForex Group and uses its services including any operations with the Profile of the Partner, Affiliate account, the usage of any kind of informative materials, payments or transfers through e-payment systems, etc. If the (potential) Partner does not agree with any provisions of the present Agreement, he/she should not register on the corporate site and use the services of NewForex Group or collaborate with Newforex Group in the frames of the Affiliate program.

1.3. NewForex Group does not operate as an agent on behalf of the Partner and regarding any operation on the account the Partner bears direct, full and sole liability.

1.4. The official website of NewForex Group is <http://www.newforex.com>. All the information provided there is trustworthy and reflects the conditions of NewForex Group at this moment.

1.5. NewForex Group has the right to make amendments (changes) in the provisions of the present Agreement on a unilateral basis informing the Partner about the planned changes not later than 5 (five) working days in advance using one or several ways described in the present Agreement. Such kind of amendments (changes) come into force from the date given in the notification.

1.6. The Partner can not change any clause of the present Agreement on a unilateral basis. Parol agreements between Parties are invalid.

1.7. Every Partner as it follows from the foregoing premises has a personal profile on the corporate site of NewForex Group which implies (among other things) that the Partner is the Client of NewForex Group and consequently takes all the rights and obligations flowing from the Publicly declared documents.

2. Main provisions of the Affiliate program

2.1. The Affiliate program, the behaviour of which is regulated by the present Agreement, has the target to attract more Clients to the usage of services provided by NewForex Group by means of special Affiliate links which are generated for every Partner.

2.2. A person who wants to become the Partner first of all registers a usual Client's Profile on the corporate site of NewForex Group. Thus, the person assumes all the rights and obligations flowing from the the Publicly declared documents of NewForex Group. A person who wants to become a partner can work with NewForex Group as a trader but only on separate accounts. Herewith, commission fees from trades made by the Partner individually are excluded.

2.3. In the course of carrying on business the Partner can introduce himself or herself in relations with third parties only as a Client of the company.

2.4. It is obligatory to verify the Client's identity in order to change the status from the Client into a Partner of NewForex Group.

2.5. As soon as the personal profile is verified the Client who wishes to become the Partner of NewForex Group sends an application in free format to the corporate e-mail addresses partnership@newforex.com.

2.6. The Client's application is studied by the Affiliate department of NewForex Group and it takes a decision on it.

2.7. If a positive decision is taken, the Client receives a status of the Partner and the Affiliate section becomes available on the corporate site of NewForex Group. In the section the Partner can open relevant Affiliate accounts and receive an Affiliate link. The Partner can track down the statistics of the affiliate commission. In particular, the Partner can see in the Profile:

2.7.1. Personal affiliate link;

2.7.2. The present Affiliate Agreement;

2.7.3. General Statistics (including: a total amount of the Partner's commission fee for trades made by Referrals, a total number of Referrals who were attracted by the Partner, a total amount of transitions to the corporate site of NewForex Group via the affiliate link);

2.7.4. Statistics of the Partner's commission fee over separate accounts of Referrals;

2.7.5. A general list of the Referrals' accounts;

2.7.6. Detailed information about the transitions via the referral link.

2.8. NewForex Group does not provide its Partners detailed information about the financial operations of Clients and does not provide Clients' personal data.

2.9. A Client, who for the first time registered a Profile on the corporate site of NewForex Group through the affiliate link, becomes the Partner's Referral. In respect of the Referrals the following rules operate:

2.9.1. The Partner can not be the Referral. An attempt of the Partner to register an additional Profile on the corporate site of NewForex Group via a personal referral link is considered as making an autoreferral and is a direct violation of the present Agreement.

2.9.2. Any affiliated person can not become the Referral. In the frames of the present Agreement affiliated people are relatives, people who have friendly or business relations with the Partner, people who use the same IP-address or e-mail addresses as the Partner. In this respect NewForex Group is not obliged to establish (prove) the degree of relationship or any kind of relations between the Referral and the Partner.

2.9.3. In certain cases if the Client for one reason or another registered on the site of NewForex Group individually but at the same time he/she was given an impetus to it by the Partner, then this Client can be registered as a Referral after the corresponding request of the Partner to NewForex Group but it should be confirmed by the Client. The confirmation should be sent in the form of an e-mail (in free format) from the e-mail address indicated by the Client during the registration.

The exception is for Clients who registered on the corporate site of NewForex Group earlier than the affiliate account was registered. In this case the Client can not become the Referral of this Partner.

2.10. The Partner who attracted a Client in the frames of the Affiliate program receives a Partner's commission fee in the amount and on conditions described below.

3. Payment procedure and accrual of the Partner's commission fee

3.1. The Partner's commission fee is accrued on a specially made Partner's account in the respective currency and may be immediately used by the Partner at his/her own discretion including funds withdrawal into personal payment details, transfer into Profile wallets, personal trading accounts in NewForex Group if there are any, service payment to NewForex Group, etc.

3.2. Calculating the Partner's commission fee NewForex Group has the right not to consider trades of Clients who are suspected in fraud, whose trades contradict the company's regulations, are made at the expense of imperfection of the trading platform aimed mainly at receiving the Partner's commission fee/rebate followed by further account deactivation from the Affiliate group.

3.3. The Partner's commission fee does not cover bonus funds which NewForex Group provides its Clients within its Promotions or Competitions.

3.4. The Partner's commission fee within Introducing Broker (IB) is calculated from every full transaction (trading operation followed by opening and further closing of the trading position). It should be noted that the commission fee is calculated and accrued only from full trades with profit or loss equal to (or higher than) 5 (five) pips. The volume of the Partner's fee is the sum equivalent to 1 (one) pip within the relevant trade of the Referral (taking into account the financial instrument and the trade volume).

3.5. The Partner's commission fee within CPA (Cost Per Action) is calculated on the base of the payment table available in the Partnership. The Action is the first deposit of the Referral's trading account. The commission fee is accrued to the Partner if the Referral has at least 10 trades and a certain amount of lots which is calculated according to the formula: $0.05 * \text{deposit size}$.

4. Responsibilities of Parties of the Agreement

4.1. The Partner is informed and agrees that NewForex Group does not carry responsibility for the Partner's acts or omissions in conducting transactions on Affiliate accounts belonging to the Partner.

4.2. The Partner guarantees NewForex Group protection against the creation of various obligations, expenditures, complaints, damage which might appear either expressly or by implication due to the failure of the Partner to carry out pledge according to this Agreement, the Regulations of Transactions and documents included in the Publicly declared documents.

4.3. The Partner guarantees that the information he/she provides to Referrals and NewForex Group is authentic and trustworthy.

4.4. The Partner agrees that he/she bears full responsibility for the Privacy Policy and the usage of any secret information necessary to access NewForex Group services and ensures safety to personal data and passwords. In case of loss or passing data to third parties the responsibility rests fully on the Partner.

4.5. The Partner agrees that NewForex Group does not bear responsibility for any malfunction in the telephone system, Internet and the operation of services belonging to third parties and companies or any events and circumstances which do not depend on NewForex Group.

4.6. The Partner agrees that NewForex Group in the frames of Anti-money Laundering programme has the right to request the details of the Partner's payment system opened in his/her name and impose restrictions to withdraw funds from the account different from the indicated details. If the Partner does not provide the required details, NewForex Group has the right to block all the operations on the account until the requested information is provided.

4.7. NewForex Group guarantees that the information provided by the Partner during the registration is confidential and can not be revealed.

4.8. NewForex Group does not bear any responsibility for any actions of the Partner which violate the provisions of the present Agreement. If the Partner had an intention to take some action but did not perform it for some reason, NewForex Group does not compensate the Partner his/her loss of profits or damages which occurred as the result of losses or moral damage.

4.9. NewForex Group may provide information, recommendations, advice at its own discretion to the Partner but in this case it will not bear any responsibility for the consequences and profitability of recommendations and advice for the Partner.

5. Procedure for claims and disputes

5.1. Parties try to settle all the disputes by means of negotiations and by email using the claim procedure.

5.2. The Partner's claims flowing from the present Agreement are accepted by NewForex Group only in the written form and not later than three working days from the moment (day) the disputable situation occurred.

5.3. The claim should be sent to the affiliate department by email to partnership@newforex.com. The content of the claim is not disclosed until the end of proceedings. All the claims provided in another way are not accepted.

5.4. The review duration of the Partner's claim by NewForex Group is not more than fourteen working days.

If the claim is proven to be well-grounded, the settling of the disputable situation is only in the form of compensatory payment depositing it on the Partner's account within one working day from the date of the positive decision on the disputable situation.

5.5. The Partner's claim should consist of the following details:

- Full name;
- The number of the Partner's account;
- Date and time of the dispute
- Numbers of transactions in question;
- The main idea of the claim without any emotional tone.
- The claims presented in another form are not accepted.

5.6. NewForex Group has the right to reject the claim if:

- the claim does not meet the conditions in clauses 5.2, 5.3, 5.5;
- the claim contains vulgar language and/or insults towards NewForex Group or its employees;
- the claim contains threat towards NewForex Group or its employees;
- the Partner threatens to denigrate the image of NewForex Group.

5.7. In case of a disputable situation which is not described in the present Agreement the final decision about the claim is taken by NewForex Group on the ground of general practice and legal ethics.

6. Changes and adjustments

6.1. NewForex Group has the right to make changes and additions to the present Agreement. If there is a legal (legislative) norm that requires to make appropriate changes and additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm. It is also possible if there are cases that are not described in the current edition of the Agreement.

6.2. The procedure of making changes and/or additions:

if there are changes and /or additions, NewForex Group informs the Customer about it by ad placements on the official site and by inter-office mail.

The placement of corresponding declaration on NewForex Group site and mailout via inter-office mail is identical to the notification of the Customer about the changes and additions, irrespective of whether the Customer has read and acknowledged the corresponding text or ignored it. The Customer agrees to make a decision about how often to check the emails from NewForex Group at his/her own discretion and within the Customer's complete personal responsibility.

The changed and/or supplemented document becomes valid upon the expiry of 5 full astronomical days (120 hours) from the moment when the announcement has been published on the site of the company but before this period it has fact-finding (non-regulatory) character. During the indicated period the Customer, that has already registered and opened an account, has a possibility to decide at his/her own discretion within the Customer's full (sole) responsibility whether to continue using NewForex Group service or not. If he/she does not agree with the changes in the document, the Customer should get in touch with NewForex Group at once by any convenient way and declare the refusal from the further usage of NewForex Group service. If this refusal is not received from the Customer, then once this period expires, it means that the Customer agrees with all the changes. In this case both the Customer and NewForex Group receive all rights and take all responsibilities that are conditioned by the new version of the document.

All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered after the moment of publication of the corresponding news on NewForex Group site (irrespective of whether the owner has other accounts registered before). It means that this document is compulsory and is in full force and effect to accounts which were registered after the publication of the changed document.

If the legislation introduces a norm that requires appropriate changes and/or additions in the present Agreement, the legislative norm will be fulfilled immediately as soon as the normative act comes into legal force irrespective of the fact whether the required change and/or addition is made. The conditions that contradict the norm that has been introduced lose their force until the introduction of changes and/or additions in the declared document.

7. Agreement with the conditions of the present document by the Customer

7.1. The Customer, who uses information, any servers or services of NewForex to receive data (including services or infoware set by this particular document), software and/or hardware means including authorized access to software allowing to conduct professional activity according to the preferences of the Customer, has read and understood, fully accepts to the fullest extent the conditions of the present Affiliate Agreement and in case of the further registration (passing a full, two-step registration on the site newforex.com) with all the conditions and points of other documents included in the Public documents package of NewForex Group.

7.2. The Customer, who uses information and informational services of NewForex Group, agrees with all the conditions (points and sections) of the present Agreement. If the Customer does not agree, he/she assumes the obligation to cease using information and informational services of NewForex Group.