The present Agreement is made between InstaFinance Ltd. (hereinafter referred to as “the Company”) and the Partner. The Parties hereby agree as follows:

1. General provisions
    1. The Company and the Partner undertake obligations to attract Customers so that Customers conduct trading operations with the instruments the Company offers.
    2. The Partner undertakes rights and obligations laid down in the present Agreement with regard to attraction of Customers for entering into brokerage service contracts with the Company. The Partner also undertakes other rights and obligations hereinafter set forth. Honouring the commitments stipulated in the present Agreement, the Partner attracts Customers for the Company acting in his name.
    3. The Partner unconditionally acknowledges that all Customers attracted are the Company’s Customers.
    4. Language
        1. The ruling language of the present Agreement is English.
        2. For partners' convenience, the Company may provide the translation of the present Agreement into another language. The function of the translation is merely informative.
        3. In case of inconsistency between the English version and the translation of the present Agreement into another language, the English version shall be of prior importance.
    5. Partner’s identity verification
        1. The Company shall be entitled to request confirmation of any information the Partner provided at the stage of registration with the affiliate program. For this purpose, the Company shall be entitled to request a scanned copy or a notarized copy of the Partner's ID document (at the Company's discretion).
        2. If the Partner has not received the Company's request for a scanned copy or a notarized copy of the ID document, verification of the affiliate account shall be deemed non-obligatory. However, the Company reserves the right to restrict access of non-verified accounts to certain services. In this case, the Partner may optionally pass the verification procedure.
        3. Should any information provided by the Partner during registration (name, residential address or telephone number) change, the Partner shall immediately inform the Partner Relations Department of the Company about these changes and request the Company to update the information.
        4. The Partner acknowledges and agrees that any information provided at the stage of registration with the affiliate program may be employed by the Company in an anti-money laundering campaign.
        5. The Partner shall be responsible for the authenticity of the ID documents (copies). The Partner acknowledges the Company's right to contact law enforcement agencies of the country where the ID document was issued to confirm its authenticity if it is questionable. Should the ID document be found to be a forgery, the Company shall be entitled to bring the Partner to justice pursuant to the current legislation of the country where the ID document was issued.
2. Relationship with Customers
    1. The Partner may provide any advertising information about the Company referring to the corresponding section of the Company’s website and information confirmed to be authentic by the Company to potential Customers.
    2. The Partner warrants the authenticity and legal validity of all documents and contracts which the Partner submits to the Company in the name of a Customer.
    3. The Partner shall provide Customers with essential reliable information relevant to entering into brokerage service contracts with the Company, give Customers explanations regarding content of the contracts and the Company’s services.
    4. The Partner is obliged to notify a Customer of risks related to currency trading before the Public Offer Agreement is signed.
    5. Providing recommendations and information to motivate a Customer to trading operations is not part of the Company’s service plan. In exceptional cases, the Company has a right to provide information, recommendations and pieces of advice to a Customer at its discretion, however the Company shall not bear responsibility for consequences of such recommendations. All trading operations originating from inaccurate information or a mistake are in effect and compulsory for execution by a Customer and by the Company.
    6. The Partner shall refrain from giving a Customer recommendations and pieces of advice concerning trading operations on the trading account. If otherwise, the Company shall not bear responsibility for consequences of the recommendations and pieces of advice.
3. Partner’s rights and obligations
    1. The Partner is obliged to attract new Customers so that Customers enter into brokerage service agreements with the Company and operate on international financial markets under the Company's terms and conditions.
    2. The Partner is obliged to open an affiliate account with the Company for receiving commissions.
    3. The Partner is obliged to be competent at the Company’s services and master general information about international financial markets.
    4. The Partner is obliged to study all the Company’s informational resources on his own and inform Customers about important changes in time.
    5. The Partner is obliged to provide Customers of the affiliate group with comprehensive information and legal support, as well as solve problems Customers may face while trading on foreign exchange markets.
    6. The Partner is obliged to answer all Customer questions regarding the services provided by the Company.
    7. The Partner shall not be entitled to make any sub-agency and other agreements (contracts), which give a right to delegate Partner’s authority, in full or in part, to the third parties under the present Agreement without prior written consent of the Company. Assignment of right of demand is only possible after obtaining the Company’s consent.
    8. Should the Partner be incapable of solving the problem of a Customer on his own, the Partner is obliged to contact the Company’s specialists with all the details necessary to solve the problem (account numbers, order tickets, time etc.).
    9. The Partner has a right to plan and implement marketing and advertising campaigns, provided that the Company approved the campaigns.

10. The Company reserves the right to cancel affiliate commissions without prior notice in case the Partner was found to request the keyword "InstaForex" and its spelling variations, including conformable words in other languages, in such search engines as BING, GOOGLE etc. to attract new Customers.
11. The Company reserves the right to cancel affiliate commissions without prior notice in case if partner uses InstaFinance Ltd. brand in bulk mail-out in social networks, including automated mail-out and usage of several accounts as well as any other violations of user agreements of social networks.
12. The Partner has a right to replenish the affiliate account and withdraw funds from it in accordance with the Public Offer Agreement.
13. As stipulated in the Public Offer Agreement, the affiliate account is available in the mode of a private customer account, i.e. the Partner has a right to conduct trading operations on the affiliate account. Due to rapid changes in the exchange rates of national currencies used by customers to replenish their trading accounts, the Company reserves the right to use an average of these exchange rates in settlements with partners.
14. In case of any problems related to business running and rendering the Company’s services, the Partner shall contact the Company with details of a problem so that the Company can consult the Partner in time on possible ways to solve it.
15. The Partner shall only be entitled to conduct trading operations on a Customer’s trading account by written permission of a Customer.
16. The Partner shall not be entitled to make settlements with Customers (cash or non-cash, in national or foreign currency) and to accept funds, securities or other property from Customers.
17. The Partner has a right to monitor efficiency of promotional campaigns through custom affiliate codes and affiliate statistics provided by the Company.
18. The Partner has a right to use promotional materials provided by the Company such as banners, widgets/informers, text links, landing pages etc.
19. The Partner has a right to use the design of the Company’s brand production for advertising.
20. The Partner has a right to attract other partners and earn a commission from every trade of Customers they referred.
21. The Partner has a right to refer ForexCopy followers and receive commissions from their trades.
22. The Partner has a right to refer PAMM traders and earn commissions from their trades.
23. The Partner has a right to refer PAMM investors and earn a profit share set by a PAMM trader in case the investment is profitable.
24. The Partner has a right to conduct trading operations on the affiliate account.
25. The maximum rebate amount which the Partner can use to attract new Customers is 1.5 pips from major currency pairs. The Partner is not allowed to mention the rebate amount over this value on his website and any other resources including social networks, forums, blogs, newsletters etc. For Customers referred before 18.11.16, in case the Partner have concluded an agreement regarding rebate payouts over 1.5 pips with them, the maximum rebate amount can be 1.7 pips, but it is forbidden to mention this amount on the Partner's website and the other resources mentioned above. In the case of non-compliance of these rules the Company reserves the right to impose a penalty on the Partner as a partial or full reward cancellation.

4. Company’s rights and obligations
    1. The Company is obliged to open trading accounts for Customers referred by the Partner pursuant to the Public Offer Agreement.
    2. The Company shall enable Customers to conduct trading operations in the system by providing Customers with logins and passwords.
    3. The Company is obliged to maintain a comprehensive record of all operations made by Customers.
    4. The Company shall provide the Partner with information concerning the content of agreements signed as well as the terms and conditions of Customer participation in foreign exchange trading.
    5. The Company is obliged to make payments to the Partner on the basis of a monthly income and expense sheet in accordance with the procedure set out in Clause 10 hereof.
    6. The Company has a right to request the Partner to provide a full report on the course and results of the Customer attraction campaigns.
    7. The Company has a right to terminate the Agreement in case the Partner did not attract 3 or more Customers within 30 days since registration with the Company’s affiliate program. The Partner shall not be entitled to refer close relatives if the Partner is an individual, or close relatives of the founders if the Partner is a legal entity. The Partner shall not be entitled to refer his own accounts.
    8. The Company has a right to exclude a Customer account from the affiliate group in case the account was not replenished within 30 days since registration in Client Cabinet.
    9. In the event that the Partner fails to perform any obligations under the present Agreement, the Company has a right to exclude Customers from his affiliate group.
    10. The Company has a right to inform Customers of the affiliate group about commissions received by the Partner from trading operations conducted by them on international financial markets pursuant to the present Agreement.
    11. In the event that the Partner breaches or fails to perform any obligations under the present Agreement, the Company shall be entitled to terminate the present Agreement at its sole discretion.
    12. The Company has a right to perform other actions stipulated in the present Agreement and its Appendices.
5. Partner’s work principles and Customer attraction
    1. The Partner has a right to create a website relevant to the Company’s activities containing information about international financial markets and providing brokerage, dealer and investment services with regard to Clause 3 hereof.
    2. A Customer is registered and referred to the affiliate group by either of the following methods:
        1. A Customer clicks on an affiliate link to the Company’s official website.
        2. A Customer enters an affiliate code in the trading account registration form.
        3. The Partner submits a Customer identification form signed by a Customer to the Company.
    3. A Customer may choose to decline the Partner’s services and opt for being serviced by the Company.
    4. With a view to prevent unfair competition, it is prohibited to move clients from one affiliate group to another, as well as to move present Customers to affiliate groups. This Clause of the present Agreement is to be also observed by present Customers opening new accounts with the Company with an aim to move them to affiliate groups. Note: A Customer may apply to the Company with explanations why he was moved to another affiliate group. The Company shall consider and deliver a decision on each application

individually.
    5. 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.
    6. The Partner is prohibited to use unfair methods of attracting the Customers including but not limited to using any forms of forced redirecting of users to the websites of the Company and registering them in the affiliate group.
6. Dispute resolution
    1. The Partner has a right to lodge a claim with the Company within 5 working days of the date upon which the Partner became aware of any event or occurrence alleged to give rise to such a claim.
    2. Any claim by the Customer against the Company shall be either written on paper and sent to the Company by post or emailed to one of the Company's official email addresses specified on the Company's website. Claims made in any other way (forum, telephone etc.) shall not be taken into consideration.
    3. The particulars of a claim must contain: the first and second name of the Partner/Partner's company name; core description of a disputable situation; other dispute details that might contribute to dispute resolution. The particulars of a claim must not contain: emotional evaluation of a disputable situation; verbal abuse of the Company; expletives.
    4. The Company has a right to request a Customer/the Partner to provide any information necessary for dispute resolution.
    5. The Company has a right to reject a claim if the provisions set out in Clauses 6.2, 6.3, 6.4, 7.2 and 7.3 have not been met.
    6. The Company is obliged to examine the Partner's claim, deliver a decision on the dispute with the shortest possible delay and email it to the Partner. Maximum period for dispute investigation is 10 working days since the date the claim was filed.
    7. Disputes concerning interpretation or application of the present Agreement shall be settled by negotiation.
    8. A dispute might be referred to arbitration under the dispute resolution procedure. A request for arbitration can be submitted in case the claim was not satisfied, or there was no response to the claim within the period specified in Clauses 6.5, 7.2 and 7.3 hereof.
7. Data exchange
    1. The Company shall contact the Partner via the following means of communication:
        1. email;
        2. fax;
        3. phone;
        4. post office;
        5. announcement in appropriate section of the Company's website;
        6. other electronic means of communication set by the Company (Skype, ICQ, etc.)
    2. The Partner may contact the Company using the means of communication listed in Clause 7.1 hereof.
    3. Messages, documents, announcements, notifications, confirmations, reports etc. shall be deemed accepted by the opposite Party:
        1. 1 hour after sending a message by email;
        2. 1 hour after sending a message by trading terminal internal mail;
        3. 1 hour after sending a message by fax;
        4. right after a telephone conversation was finished;
        5. 7 calendar days after sending documents by post;
        6. 1 hour after an announcement was posted on the Company's website.
8. Confidential information
    1. The Partner shall not be entitled to disclose information received from the Company during the cooperation and data the present Agreement contains throughout the period of validity of the present Agreement and within 5 years after its termination.
    2. The Partner shall not be entitled to divulge confidential information concerning the Company's business and services to a rival third party.
    3. The Parties shall ensure confidentiality of Customer personal and account data as well as details of trades conducted by Customers.
9. Incomes and mutual settlements
    1. In case, a daily commission for any of the trading days is more than $500, and the number of attracted active (actually trading) Customers is less than 10, the Company reserves the right to revise the commission amount on this affiliate account and reduce it to 0.5 pip unilaterally.
    2. The Company shall pay the Partner an affiliate commission only in case the Partner attracted not less than 3 actually trading Customers.
    3. The Company pays affiliate commissions to the Partner in accordance with Appendix 1 of the present Agreement. Commissions shall not be more than 50% of the average equity value on all Customer accounts in the affiliate group for a reporting month. The average equity value is calculated as a sum of equity values on all Customer accounts at the beginning and at the end of each reporting month divided by 2.
    4. When calculating commissions, the Company has a right not to take into consideration trades made by Customers as a result of the trading platform faults and exclude Customers responsible for such trades from the affiliate group.
    5. In case the amount of commissions from trades of a given Customer exceeds 30% of the total amount of commissions credited to the affiliate account, or if Clause 5.5 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 affiliate group.
    6. Should orders on the account of a referred Customer be detected violating InstaFinance Ltd. general regulations, the rules of the bonus system; should commissions be charged from allegedly fraudulent accounts; or should Customers be found using strategies aimed at deriving profit from affiliate commissions and rebates to the detriment of the main trading (including but not limited to cases when this strategy is a part of the common strategy of a Customer account and an affiliate account), the Company reserves the right to cancel the commissions from such accounts and exclude such Customers from the affiliate group.
    7. In case registration data of the Partner coincides, in part or in full, with registration data of a Customer who belongs to the affiliate group, the Company reserves the right to regard this coincidence as a ground to apply Clauses 5.5 and 9.5 of the present Agreement to the affiliate account in full measure.

    8. 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 5.5 and 9.5 of the present Agreement to the affiliate account in full measure.
    9. 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 affiliate commissions from trades which yield the profit less than 3 pips.
    10. The Company may regard cases of violation of Clauses 3.1 and 5.4 of the present Agreement by the Partner as activity inconsistent with the affiliate program principles. Customers attracted through violation of the above-mentioned Clauses of the present Agreement shall be excluded from the affiliate group, and commissions derived from their trades shall be cancelled in full.
    11. On a monthly basis, the Partner has a right to request the Company to check the number of Customers referred and the number of Customer accounts as well as to review the results of their trading operations.
    12. A commission is credited to the affiliate account immediately after a referred Customer closes a trade. In case the accounts of the Partner and a Customer are based on different servers of the Company, an affiliate commission is credited the next day after a Customer closes a trade.
    13. The Company reserves the right not to pay a commission from trades the margin of which proceeds from the bonus funds of the bonus program participants. This Clause is applicable to commissions that have already been credited. Such bonus program participants may be excluded from the affiliate group.
    14. In case a Customer belonging to the affiliate group applied to the Company's Dealing Department with a claim regarding an order from which the Partner received a commission, the Company reserves the right to cancel the affiliate commission in full.
    15. In case the profit from a trade made by a Customer does not exceed 5 pips, the Company reserves the right to adjust the affiliate commissions the Partner received from a part of such trades.
    16. Should the total amount of affiliate commissions obtained from any trading account exceeds 60% of the total deposit made by a Customer to this account (for instance, if the total amount of affiliate commissions from a $1,000 Customer account is more than $600), the Company reserves the right to adjust the total amount of affiliate commissions so that it is not more than 60% of the total deposit.
    17. The Company pays commissions to the Partner in accordance with Appendix 1 of the present Agreement.
    18. The Parties undertake to calculate and pay their taxes and other third party fiscal duties independently.
    19. Commission withdrawal shall be proceeded within the term, defined by the payment system, however, in case commission from referrals that were deposited via a credit card and some other payment systems, the term might be extended up to 45 calendar days since the last replenishment through this particular system with the further extending possible if required. The Company shall duly inform the Partner of imposing such restrictions.
    20. The Company reserves the right to cancel anytime any commissions over 1.5 pips without explanations, even after it has been credited. It can be due to the fact that cooperation with the Partner caused losses for the Company including losses while servicing his financial operations.
10. Final provisions
    1. The present Agreement enters into force on the date when the last of the two Parties has duly signed it.
    2. The present Agreement is valid for 12 months since the date when signed by the Parties.
    3. Should the conditions of the present Agreement be fulfilled, the Agreement shall be prolonged for an indefinite period of time.
    4. The Company shall have the absolute discretion to amend and supplement any of the terms and conditions stipulated in the present Agreement and shall give 5 calendar days' prior notice.
    5. Either Party may terminate the present Agreement unilaterally by giving at least 5 calendar days' prior notice to the other Party.
    6. Either Party shall be entitled to apply to court seeking to terminate the present Agreement in case of repeated breach of obligations by the other Party and other cases specified in the current legislation.
    7. No amendment, supplement or appendix to this agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the Parties within the time limit prescribed by these amendments, supplements and appendices. If the date of becoming effective is not specified, they shall enter into force on the date when signed by the Parties.
    8. The present Agreement and its appendices are executed in two copies of which each Party shall retain one. Each copy shall be deemed equally authentic.

Appendix: Mutual settlements

1. The Company shall pay the Partner affiliate commissions from all trades made by Customers referred by the Partner, regardless of the fact whether Customers gained any profit or not.
2. Affiliate commission amount
    1. The Company shall pay the Partner a commission of 1.5 pips from each trade made on Forex major instruments.
    2. The Company shall pay the Partner a commission of 1.2 pips from each trade made on CFDs.
    3. The Company shall pay the Partner a commission of $20 for each trade made on GOLD and $10 for each trade made on SILVER.
    4. The Company shall pay the Partner a commission equal to 33.3% of the fee charged by the Company from a trade on a given futures contract.
    5. The Company shall pay the Partner a commission of 3 pips on Indexes in index currency.
    6. The affiliate commission amount is specified for a 1 lot trade on Forex, CFDs, Indexes and metals.
    7. From clients who receive a 55% bonus, the commission is 2/3 of the standard, from clients who receive a StartUp Bonus 100% — 50% of the standard.
3. Any other payments are possible only if the Company and the Partner agreed it in a collateral arrangement.