

AFFILIATE PROGRAM AGREEMENT

1. Introduction

- 1.1. This Affiliate Program Agreement (“Agreement”) is made between VPR Safe Financial Group Limited (herein the “Company”) a Cyprus Investment Firm (CIF) supervised and regulated by the Cyprus Securities and Exchange Commission (CySEC) with CIF license number 236/14, company registration number HE 322134 and the Affiliate.
- 1.2. This Agreement governs the contractual relationship between the Affiliate and VPR Safe Financial Group Limited, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing clients to VPR Safe Financial Group Limited.

2. Definitions

Active Trader: shall mean any Trader who has opened or closed a position of at least 1 microlot within the last 30 (thirty) consecutive calendar days period.

Affiliate: an independent party (individual or company), acting in the course of business, who is engaged in online advertising/marketing activities, who introduces clients to the Company for transactions in foreign currencies, commodities, futures and derivatives.

Affiliate Tracking Link: a unique link allocated to each Affiliate that assists in identifying the Affiliate’s activities and introduced clients

Agreement/Contract: shall mean this Affiliate Program Agreement.

Applicable Regulations: the Cypriot Investment Services and Activities and Regulated Markets Law of 2017, as subsequently amended or replaced, the Directives issued by virtue of this Law or any other rules of a relevant authority and any other applicable Laws, rules and regulations as in force from time to time and to which this Agreement is subject.

Client: Shall mean any person whom the Company has approved to open one or more accounts subject to the Client Agreement/ Terms and Conditions and/or any person who opened one or more accounts with the Company via the Affiliate’s website subject to the Client Agreement / Terms and Conditions.

CPA: Cost per Acquisition. A commission plan defined as an activation of a live account by a new user. Commission is earned per qualified New Active User recorded in the Company’s CRM. Commissions become valid and payable once the Affiliate’s Quality Metric is achieved per New Active User.

CRM: customer relationship management (software). The system used by the Company’s customer service and sales representatives to manage customer interactions.

Fraud Traffic: Any deposit or traffic generated at the Affiliate's website(s) through illegal means or in bad faith to defraud the Company, regardless of whether or not it actually causes harm to the Company.

Main Website: The Company's domain name and/or any other domains that the Company operates (including the Company's official mobile application) mainly for informational, educational and promotional purposes.

MiFID II: Directive No. 2014/65/EU on Markets in Financial Instruments, EU Regulation No. 600/2014, applicable MiFID II level 2 legislation and successor legislation.

Promotional Material: shall mean logos, banners, promo links, trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar identifying material provided to an Affiliate for the purpose of the present agreement.

The Company's Products: means trading financial instruments, such as forex currencies, metals, vanilla options, indices and commodities.

Qualified Introduced Client: An individual who was referred by an Affiliate and identified by means of the Affiliate Tracking Link assigned to that Affiliate, provided that:

- (i) The Affiliate is confirmed by the Company as included in the Program and is linked to the Main Website(s) in accordance to this Agreement;
- (ii) Such individual is not already registered to the Main Website(s) including registration under, among others, a different name or through different identification details;
- (iii) Such individual's registration and/or trading data do not correspond with another Introduced Client's respective information, including but not limited to the IP Address; and
- (iv) All the qualification requirements set out in Section A of Appendix 1 are fulfilled.

An Affiliate is not eligible to become a Qualified Introduced Clients under such Affiliate's Tracking Link, and should an Affiliate do so register, the Affiliate shall not be eligible to receive the applicable commission or any other compensation whatsoever.

Quality Metric: ensures the Company receives genuine registrations and traders suitable to our business model. The metric variables are defined on a case by case basis and can be tailored specifically to the Affiliate. Variables may include, but are not limited to: the percentage of Leads contactable by the Company, conversion rate of Registrations to Acquisition, number of trades made by Qualified Traders in the Affiliate's portfolio, specific trading volumes achieved by referred clients and minimum client deposit amounts and client withdrawals versus commissions paid.

3. Affiliate's Participation Conditions

- 3.1. In order for an Affiliate to be considered for participation by the Company's Affiliate Program, the Affiliate must complete and submit the online application and accept the present Agreement.

- 3.2. The Affiliate hereto represents that he / she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his / her obligations under this Agreement, without the approval or consent of any other party and/or confirms that he / she is qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 3.3. The Company shall assess each Affiliate's Application Form and documentation and it may, at its sole discretion, either accept or reject the application to join the Affiliate Program and inform the applicant accordingly.
- 3.4. The Affiliate shall always maintain in force all necessary registrations, authorisations, consents and licenses to be enabled to fulfil his or her obligations under this Agreement and fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable to the Affiliate or to the jurisdiction in which the Affiliate is resident or carry on business.
- 3.5. To promote and market the FXTM Products & Services the Affiliate shall use the Promotional Material.
- 3.6. To perform the services described in this Agreement, the Affiliate shall bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities related to the said services.
- 3.7. The Affiliate cannot use or register a domain name or keywords, search terms or other identifiers for his/her activities with the name of Alvexo, VPR Safe Financial Services or similar or which may cause confusion without the prior written consent of the Company.
- 3.8. The Affiliate hereby acknowledges and understands that he/she shall not introduce to the Company prospective clients and/or traders from jurisdictions to which the Company does not offer services to. As such, the Affiliate hereby consents and accepts that he/she will not be entitled to compensation in the circumstances where such prospective clients and/or traders are introduced from the above mentioned jurisdictions.

4. *Compensation*

- 4.1. The Affiliate's compensation is calculated and awarded subject to the terms provided in Appendix A herein, as these may be amended from time to time at the company's absolute and sole discretion by giving at least 3 (three) business days prior written notice by e-mail to the Affiliate or by announcement within any of the Company's official websites.
- 4.2. Without prejudice to the foregoing, the Company has the right not to pay to the Affiliate the compensation as per Appendix A and/or annul any accrued payout and/or amend the terms of Appendix A and/or the terms of the present Agreement and/or terminate the Agreement and/or close any accounts with immediate effect if:



- (i) FXTM Partners is of the reasonable opinion that any of the transactions entered into or executed by the Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the; or
- (ii) Some form of abuse or market abuse or market manipulation may have taken place; or
- (iii) The Affiliate is found in breach of any term of this Agreement.

5. *Termination*

- 5.1. The Affiliate acknowledges that the company has the right to unilaterally modify the terms of this Agreement at any time and at its sole discretion, giving to the Affiliate at least 3(three) Business Days Written Notice and the Affiliate shall have an option to terminate the present Agreement by giving notice in writing.
- 5.2. The Affiliate may terminate this Agreement with immediate effect by giving Written Notice to the Company.
- 5.3. The Company may terminate this Agreement with immediate effect by giving Written Notice to the Affiliate.
- 5.4. Forthwith upon any termination of this Agreement, the Affiliate shall return to the Company all promotional materials and shall withdraw such materials from the Affiliates website.

6. *Proprietary Rights*

- 6.1. Subject to Terms and Conditions of this Agreement, the company hereby grants, for the duration of this Agreement, a license to use property, including but not limited to, records, forms, trade literature, newsletters, market reports, articles, computer software and any information reflected or contained therein, provided and furnished by the Company or otherwise obtained by the Affiliate during the relationship with the Company ("Proprietary Property").
- 6.2. Proprietary Property, regardless of the author, shall remain the Company's sole property and shall be accounted for and returned to the Company on demand. It is expressly understood that the Affiliate's license to the use or possession of Proprietary Property is only to fulfil the Affiliate's obligations to the company under this Agreement and the Affiliate has no other right or proprietary interest in the Proprietary Property other than the license provided in this paragraph.

7. *Force Majeure*

- 7.1. The Company 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 the Affiliate as a result of any total or partial failure,



interruption or delay in the performance of the Company's duties and/or obligations under this Agreement occasioned by any act of God, fire, war, civil commotion, labor 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 the Company and the Affiliate or any other third party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond the Company's reasonable control.

8. Confidentiality and Personal Data Protection

- 8.1. The Affiliate shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company (other than such terms or information which comes into the public domain), unless it is required Under any Applicable Law or by any regulatory or governmental body or obtained by the company's written consent. Notwithstanding anything to the contrary of this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding on the Affiliate without any time limit.
- 8.2. The Affiliate expressly acknowledges, agrees and undertakes that it shall comply at all times with all applicable data protection laws and regulations.

9. General

- 9.1. Disputes and disagreements which can arise at execution of this Agreement will be resolved, whenever possible, by negotiations between the parties.
- 9.2. Any disputes and disagreements which cannot be settled by negotiations will be resolved in accordance with the laws of the Republic of Cyprus.
- 9.3. In the event that a situation arises that is not covered under this Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

Appendix 1

A. Qualified Introduced Client

1. Subject to the definition in Section 1 herein above, the following additional conditions shall also be met, on a cumulative basis, in order for an Introduced Client to be approved as “Qualified Introduced Client”:
 - (i) The individual has been approved by the Company and has made total deposits of at least 250 units of the currency base of the account; and
 - (ii) The individual has traded at least one (1) round lot in forex or other financial instruments
2. Subject to the respective requirement, only unique new Clients (i.e without any registered active trading accounts with the XM Group) are eligible to be approved as Qualified Introduced Clients.

B. Commission Structure