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**AXICORP FINANCIAL SERVICES  
PTY LTD  
AFFILIATE AGREEMENT**

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By registering on [www.axiaffiliates.com](http://www.axiaffiliates.com) or any other Axi Affiliate Website (i.e. "Axi Affiliates") you agree to be bound by the terms and conditions below. These terms and conditions form the "Agreement". This is signified by clicking the box entitled "I agree to the terms and conditions" in our Affiliate application form.

The Agreement is a legally enforceable contract between AxiCorp Financial Services Pty Limited ("Axi", "we" "our" or "us") and you, the company or person named when registering (the "Affiliate" or "you"). If you do not want to be bound by the Agreement, do not register.

Capitalised terms are defined within the Agreement or will be found in the Definitions below. The singular includes the plural and the plural includes the singular.

## INTRODUCTION

- A. Axi is a company registered in Australia and licensed by the Australian Securities and Investment Commission to issue, and deal in, foreign exchange contracts and derivatives to retail and wholesale clients.
- B. You want to be paid to post advertisements for Axi's products and services to Australian residents.
- C. On Axi's acceptance of your application you will become an Affiliate, and receive a Tracker ID linked to the Site, on the terms and conditions of this Agreement. If Axi rejects your application, you will never have had an Agreement with Axi.
- D. For the avoidance of doubt, your registration constitutes your acceptance of the terms and conditions of this Agreement and your use or continued use of Axi's Affiliate program will be taken as your consent to be legally bound by this Agreement.

## 1. DEFINITIONS

- 1.1. In this Agreement the following words and terms have the meanings given here:

**Account:** means uniquely assigned account that is created for each Trader when they complete an account application at any of Axi's Sites to trade on Axi's Trading Platform, and which is approved by us.

**Affiliate Fee:** means the amount payable to the Affiliate due to the (i) Axi CPA Plan, and/or (ii) the Sub-Affiliate fee (as applicable), based solely and exclusively on Axi's data and calculations as specified in the Report.

**Affiliate Section:** means the area of the Sites where each Affiliate may review the Report, registered Sub-Affiliates, update their profile, create additional Tracker IDs, select Banners and Text Link and other additional functions. Axi reserves the right to add and/or remove any tools from the Affiliate Section at any time, at its sole and absolute discretion.

**Applicable Law** means all:

- a. applicable provisions of laws and regulations of Australia, including all relevant rules of government authorities, exchanges, trade and clearing associations and self-regulatory organisations in Australia; and
- b. all laws, procedures, standards, and codes of practice that apply in relation to the parties, this Agreement and the transactions contemplated by this Agreement, including any relevant government policy or equivalent legislation in which the Affiliate provides services and any laws or obligations relating to privacy and the protection of personal information.

**Axi CPA Plan** ("Cost Per Acquisition" Plan): means Affiliate compensation plan where the Affiliate receives an Affiliate Fee according to the number of Qualified Traders referred by the Affiliate to the Sites. The Affiliate Fee shall be specified in the Affiliate Sections, as updated from time to time at Axi's sole and absolute discretion.

**Axi Marks:** means the Trademarks, trade names, service names, Banners and Text Links, marketing tools, or logos of Axi and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Sites by Axi and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, metatags and universal resource locators owned or used by Axi, including without limitation the "Axi" mark and brand, and any other mark as may be used by Axi, from time to time.

**Banner and Text Link:** means any type of graphics, pictures, animation, artwork, or text that an Affiliate uses to promote the Program or to hyperlink Traders from Affiliate's website to the Sites.

**Bonus:** means incentives awarded or given to Traders from time to time in accordance with regulatory or legal constraints.

**Banned Countries:** All countries, except Australia.

**Financial Product Advice** has the meaning given to that term in the *Corporations Act 2001* (Cth)

**Financial Services** has the meaning given to that term in the *Corporations Act 2001* (Cth)

**Fraud Traffic:** means any deposits, Gross Revenue or traffic generated at any Site through illegal means or in bad faith in an attempt to defraud Axi, regardless of whether or not it actually causes harm to Axi. Fraud Traffic includes, but is not limited to, spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate Fee directly or indirectly with Traders, and any unauthorized use of any third-party accounts, copyrights or trademarks.

**Gross Revenue:** means the aggregate Spreads actually received by the Group from each Trader solely as a result of activity by the Trader on the Trading Platform, less any Bonuses given to the Trader, charge backs, or any uncollectable revenue attributable to the Trader. For example, if a Trader executes a total of 5 transactions during a calendar month, and from each transaction Axi actually collects and is paid a Spread equal US\$1, US\$2, US\$4, US\$6 and US\$7, or US\$15 in total during that calendar month, Axi will give the Trader a US\$5 Bonus. Therefore, the Gross Revenue of such Trader during such calendar month shall be (1 + 2 + 4 + 6 + 7-5) = US\$15.

**Group:** means any entity that is either a holding company, parent, subsidiary or affiliate of AxiCorp Financial Services Pty Ltd (ACN 127 606 348) and its controlled entities.

**Mailers:** means any material used by an Affiliate in order to promote any activity related to Axi or the Sites sent by e-mail.

**Marketing Material:** means any material used by an Affiliate in order to promote any activity related or Sites, including Banners, Text Links and any other promotional material that an Affiliate subsequently uses or develops to refer or hyperlink Traders from the Affiliate's website to the Sites. For the avoidance or doubt, Affiliate is not entitled to send Mailers.

**Minimum Deposit:** means US\$50.

**Net Deposit:** means the difference between total deposits and total withdrawals in the Qualified Trader's Account.

**Non-Active Affiliate:** means any Affiliate that has:

- a. generated less than five (5) new Qualified Traders, directly or via Sub-Affiliates, during any consecutive six (6) month period.
- b. generated insufficient commission (being a cumulative total of \$1,000) to initiate a commission payment within ninety (90) days or more for subsequent withdrawal or transfer to their rebate account.

**Non-Qualified Traffic:** means traffic from the Affiliate and/or Traders and/or any deposit and/or revenues generated by any Trader which Axi has reason to believe in its sole and absolute discretion to:

- a. have been obtained by illegitimate means (including without limitation to those relating to e-mail marketing and "spamming");
- b. be false and/or non-compliant with the Program (including collusion between Affiliates and Traders or encouragement of trading activity intended to generate Commissions and not profits);
- c. have been obtained by misleading conduct and/or through collusion and/or manipulation of Axi Group's services, system, bonuses and/or promotions (including without limitation, via offers to share the Commissions directly or indirectly with Traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks), in each case, regardless of whether or not it actually causes harm to Axi or the Axi Group.

**Products:** means all products that Axi offers to its clients that are classified as complex high-risk investments which include foreign exchange and contracts for difference "CFD".

**Program:** means Axi's affiliate program located at any of its Sites from time to time.

**Qualified Trade:** means a fully closed trade completed within sixty (60) days of the Traders account being opened having been introduced by the Affiliate, which has not been open and closed within a three-minute time period, has not been placed to deliberately churn or manipulate the account to achieve the Required Lots (to be decided at Axi's sole discretion) and has not been achieved using Fraud Traffic.

**Qualified Trader:** means human user who was directed by an Affiliate and identified by a Tracker ID assigned to such Affiliate or identified by entering a sign-up bonus code assigned to such Affiliates; provided that:

- a. such Affiliate is confirmed by Axi as include in the Program and is linked to the Sites in accordance with this Agreement,

- b. such user has been approved by Axi and has made a minimum real money deposit of at least US\$50, or such other minimum amount as shall be specified by the Program from time to time,
- c. with respect to the Axi CPA plan, Axi has collected from such user Spreads in an amount of at least US\$40, or such other amount as shall be specified by the Program from time to time, and
- d. such user is not already registered to the Sites under a different name or through a different identity. An Affiliate or any of its Affiliated Parties are ineligible to become Qualified Traders under such Affiliate's Tracker IDs and should the Affiliate or any of its Affiliated Parties register, the Affiliate will not be eligible to receive the applicable commission or any other compensation whatsoever.
- e. For the avoidance of doubt, the term "Affiliated Party" shall mean any of the following:
  - any member of Affiliate's immediate family
  - any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with Affiliate.

**Registration Form:** means the registration form located at the Site for the participation in the Affiliate Program Report: means information regarding the Affiliate Fees, Trader tracking and other information relevant to the Affiliate provided by Axi to the Affiliate in the Affiliate Section

**Required Lots:** means the number of lots, based upon US\$400k Notional value of the trader market, required for a Qualified Trader to have completed to trigger the Axi CPA Plan remuneration to the Affiliate.

**Sites:** [www.axi.com/au](http://www.axi.com/au), [www.axiaffiliates.com](http://www.axiaffiliates.com) and any other website as may be added by Axi or by the Group, in its sole and absolute discretion, from time to time.

**Spread:** means the difference between the buy price and the sell price of a certain instrument at the time the Trader opens a position on the Trading Platform.

**Sub-Affiliate:** means any person or entity which the Affiliate referred to this Program for the purpose of such person or entity joining the Program, and such entity or person was approved by Axi to participate in the Program as an Affiliate.

**Tracker ID:** means the unique tracking identification related to the Tracking URL or sign-up bonus codes that Axi provides exclusively to the Affiliate, through which Axi tracks and calculates the Affiliate Fee.

**Tracking URL:** means the unique hyperlink to the Sites enabling an Affiliate to refer potential Traders to the Sites and enables Axi to identify the Affiliate that has referred each specific Trader for the purpose of calculating the Affiliate Fee.

**Trademarks:** means all Axi trademarks (registered and unregistered), service marks and logos displayed on the Sites

**Traffic Sources:** means the origin through which users find the Affiliate's site, services or other marketing details;

**Trader:** means any user of the Trading Platform.

**Trading Platform:** means Axi's technology dedicated for online trading, allowing participants to trade online either for fun or real money, and including Axi's billing, support, retention and promotion services and activities.

## 2. COMMENCEMENT

- 2.1. This Agreement commences from the date we accept your Affiliate's and grant you access to the Affiliate Section and will continue until terminated in accordance with this Agreement.

## 3. AFFILIATE PROGRAM

- 3.1. You must provide true and complete information to Axi at all times, including the information Axi asks you to provide when you apply to be an Axi Affiliate. Axi will pay you in accordance with the Axi CPA Plan when you direct potential Traders, Qualified Traders and Sub-Affiliates to the Sites, subject to the terms and conditions of this Agreement.

- 3.2. You acknowledge that as part of the Program, Axi contracts with you and other Affiliates to perform services of the same or similar nature as those provided by you. You acknowledge you have no claims to fees originated from Traders and/or Qualified Traders and/or Sub-Affiliates not referred solely by you.
- 3.3. You represent and warrant that you have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement without the approval or consent of any other party. If the Affiliate is a company, then the person agreeing to this Agreement on behalf of that company has the full right, power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement without the approval or consent of any other third party.
- 3.4. You represent and warrant that you are qualified under any Applicable Law, regulation or directive to provide the Services or offer Axi Products and Services and that all actions that will be performed by the Affiliate will comply with the Applicable Law, regulation and directive (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 carries on business. The Affiliate hereby acknowledges that it is solely responsible for being up to date on all matters that are related to the Applicable Laws, regulations and directives.
- 3.5. You must not provide any, Financial Services, Financial Product Advice, or opinion on the financial services which Axi offers, or the underlying products which Axi's products are derived from. You may only provide to clients a limited arranging service in accordance with 7.6.01(e) of the *Corporations Act 2001* (Cth), which is to refer clients (who are Australian residents) to Axi.
- 3.6. You will use Axi's approved banners at all times and provide a disclosure of your commission whenever and alongside your link to Axi's financial products or services in your marketing.
- 3.7. Axi prohibits the use of its Sites by Affiliates who operate websites containing pornographic, racist or illegal content. The definition of pornographic, racist or illegal content is entirely at the discretion of Axi.
- 3.8. Axi does not support the advertising or placement of advertisements on any sites connected with pornographic, racist or illegal content.
- 3.9. Axi will at all times attempt to monitor any misuse and will bring misuse to your attention. Axi operates in full compliance with all spam laws and regulations, and you are also required to comply.
- 3.10. Axi will assess the Affiliate's application in good faith and will notify the Affiliate of Axi's acceptance or rejection in a timely manner. If the Affiliate's application is rejected, for any reason, the Affiliate may reapply only once the Affiliate has rectified the issues which lead to such rejection.
- 3.11. Once the Affiliate's application has been accepted, the Affiliate will be granted access to the Affiliate Section. From this Affiliate Section, the Affiliate shall be able to access information with regards to the Affiliate's performance and commissions.
- 3.12. The Affiliate upon request by Axi must provide true and complete information about the Affiliate and/or the Affiliate's activities, blogs, websites, social media profiles and any other information directly and/or indirectly related to the terms of the Agreement and notify Axi promptly in case of any changes.
- 3.13. The Affiliate's websites, blogs, social media profiles and/or any other websites associated with the Affiliate may be monitored or reviewed by Axi as deemed necessary to ensure that:
  - a. it is up-to-date and to notify the Affiliate of any instructions which the Affiliate is obliged to follow and/or comply with;
  - b. it contains relevant Marketing Materials;
  - c. it does not breach Intellectual Property Rights and other proprietary rights of Axi;
  - d. the Promotional Material is clear, fair and not misleading; and
  - e. it complies with the provisions of this Agreement and with all Applicable Laws, regulations or directives.
- 3.14. Axi shall have the right to reject, in its sole and absolute discretion, any of the Traffic Sources used by the Affiliate. The Affiliate shall, immediately upon receipt from Axi of a notification to that effect, cease using the Traffic Sources so identified by Axi for the purposes of providing services under this Agreement.

- 3.15. Subject to Axi's prior written approval, Affiliates may refer third parties as Sub-Affiliates, provided those third parties are not and were not previously registered as Affiliates. As a pre-condition to the registration of a Sub-Affiliate, the Sub-Affiliate shall be required to identify the referring Affiliate during the registration process and shall only be entitled to name one referring Affiliate. Where Axi accepts the Sub-Affiliate, this shall be included in the Report.
- 3.16. The Affiliate shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall Axi be liable hereunder for any amounts other than the Affiliate Fee.
- 3.17. You will, upon request, complete any training that Axi requires of you to continue as an Affiliate under this agreement.

## 4. TARGET MARKET AND RISK WARNING

- 4.1. You must familiarise yourself with Axi's Target Market Determination ("TMD") for each of its products which is available at Target Market Determination / Axi AU. Each TMD specifies Axi's distribution conditions. It also specifies the types of consumers for whom Axi's products are unsuitable for ("Unsuitable Consumers"). You must comply with the distribution conditions
- 4.2. You must not provide a hyperlink to Axi's services, or Axi's banners (or any other marketing material) in environments where the audience of that marketing are likely to substantially include Unsuitable Consumers.
- 4.3. This is because only investors, clients or Traders who have the necessary level of knowledge and experience together with sufficient capital are suited to investing in over-the-counter derivatives and CFDs. Investors may lose substantially more than their initial investment. The investors described as Unsuitable Consumers are not suited to our products, and we require that our Affiliates do not market our products to these persons. Our standards are further applied and enforced in our onboarding processes.
- 4.4. You must not provide financial advice. Accordingly, you should provide only factual information in your marketing or statements to potential investors in Axi's products that is approved by Axi in the form of our banners, and otherwise refer the potential investor to Axi for any other questions.

## 5. BANNED COUNTRIES

- 5.1. You may not target residents of any Banned Countries, or as notified by Axi to you from time to time.
- 5.2. Any Affiliate interested in target marketing to a person who is a citizen or resident of any country not listed herein must receive Axi's prior written approval.

## 6. AFFILIATE COMMISSIONS AND PAYMENTS

- 6.1. **Axi CPA Plan:** Subject to any applicable regulation and Axi's approval, you will be paid fees under the Axi CPA Plan assigned when registering via any Registration Form. You may not change the elected Axi CPA Plan.
- 6.2. Axi may change an Affiliate's Axi CPA Plan with 7 days' notice of the proposed change by sending you a notice by e-mail. In the event you do not agree to such change, you must notify Axi by return e-mail within 21 business days of receiving the notice from Axi, and the Agreement shall be deemed to terminate immediately. In the event you do not notify Axi within 7 business days from receipt of notice, it shall be deemed you agree with the change in the Axi CPA Plan. You will continue to receive payment with respect to Traders identified by a Tracker ID prior to the date of any change in the Axi CPA Plan, in accordance with the applicable Axi CPA Plan at the date such Traders registered to the relevant Site.
- 6.3. **Tracking and Payment:** Axi shall track Traders' activity for the purpose of calculating the Affiliate Fee and this information is available in the Affiliate Section. If you are due to be paid commissions or fees, Axi will pay you on a monthly basis for each validated transaction.
- 6.4. **Validating transactions:** Transactions which accrue fees will be validated in accordance with the Axi CPA Plan and the information set forth in the Report and only Qualified Traders who have completed the required Qualified Trades within the 60 days limit will be applicable.
- 6.5. **Time of Payment:** The Affiliate Fee will usually be paid within fifteen (15) days following the end of each calendar month. You will only be paid once Affiliate Fees earned by you exceed the minimum threshold for payment. The minimum threshold for payment is US\$1,000, unless you are terminating this Agreement with Axi. A lesser amount shall be subject to deferral to commission payments of later months when the cumulative amount exceeds US\$1,000.

6.6. **Method of Payment:** Payment shall be made in any currency and method as may be determined by Axi, in accordance with Axi's policy and subject to Applicable Law. Any bank charges, charges for wire transfers or courier charges for cheques will be covered by you and deducted from the Affiliate Fee.

6.7. **Compensation for Qualified Traders Only:** In addition to any other terms and conditions set forth anywhere in this Agreement or under Applicable Law, you shall not be entitled to receive any Affiliate Fee for any Trader unless and until such Trader has been approved and qualified by Axi as a Qualified Trader. For the avoidance of any doubt it is hereby clarified that Axi reserves the right, at its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the compensation or Axi CPA Plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirements for qualifying in any of the compensation or Axi CPA Plans and/or for receiving any Affiliate Fee set forth hereunder. Qualified Traders that perform a withdrawal amounting to 50% or more of their initial deposit in the first 30 days since trading commenced are not eligible for commission Axi CPA Plan payment and only Qualified Traders who have completed the required Qualified Trades within the 60 days limit will be applicable. Fees for Qualified Traders are set out in Appendix A.

6.8. **Open and Closed Trades:** Any trades that are opened and closed within 3 minutes of the initial trade will not count as Qualified Trades.

6.9. **Trader Verification:** Affiliate Fee in relation to new Qualified Traders will be made only following Axi's verification and checks concerning all new Traders in accordance with the requirements of any Applicable Law and Axi's internal verification process.

6.10. **Sub-Affiliate Fee:** The Affiliate Fee for each Sub-Affiliate shall be equal to the percentage specified in the Affiliate Section from time to time, of the Sub-Affiliates earning identified by the Sub-Affiliate Tracker ID. The compensation shall not be due to the Affiliate if it comes to the attention of Axi that the Affiliate offers any form of monetary incentive or any other payments to potential Sub-Affiliates without the prior written permission of Axi and/or attempts to insert any additions or alterations to the provisions concerning potential Sub-Affiliate and/or if the Affiliate and/or Sub-Affiliate breaches the General Affiliate Terms and Conditions and/or Applicable Laws. Subject to any applicable anti-money laundering and counterterrorism financing regulations or restrictions, Axi shall pay each Sub-Affiliate its fees in accordance with the bank account and payment instructions provided by the Affiliate to Axi.

6.11. **Non-Active Affiliate Account:** A Non-Active Affiliate shall not generate or be entitled to receive any Affiliate Fee from Axi. Axi also reserves the right to terminate the Agreement with immediate effect, with no liability whatsoever to the Affiliate, by giving notice to the Affiliate in writing. In the event that this Agreement is terminated for any reason, other than for cause, Axi shall pay the Affiliate the balance of the Affiliate's Commission(s) that is due and payable to the Affiliate at the time of termination of this Agreement, within sixty (60) calendar days of the end of the calendar month in which the Agreement is terminated by the Affiliate (following Axi's receipt of the Affiliate's written notice, including by email, to terminate the Agreement) or by Axi. The Affiliate is solely responsible for providing and maintaining accurate address and other contact information, as well as payment information associated with its Account.

6.12. **Holdover for Non-Compliance:** Notwithstanding the foregoing, Axi may, at its sole and exclusive discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events:

6.13. Axi has reason to believe that your activity is not in compliance with any Applicable Law, including, without limitation, any regulatory rules and any other legislation applicable from time to time;

6.14. Axi has reason to believe that your activity is in breach of this Agreement;

a. you have failed to complete any form as may be required by Axi or you have provided misleading or incorrect information to Axi;

b. you have failed to provide any document as may be requested or demanded by Axi; and/or

c. Axi has been notified by a third party of a suspected or an alleged infringement of property or rights (e.g., intellectual property rights) by you or your activity.

6.15. You will not qualify for any payment based on Trades carried out by an Associate of the Affiliate. You hereby irrevocably waive any claim or demand against Axi, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by Axi. If we suspect you have generated commissions in breach of this Agreement you will, by way of future assignment, assign to us all of your rights and ownership in those commissions.

6.16. **Holdover for Fraud Traffic:** Notwithstanding the foregoing, in the event that any activity in your account, or in any account which appears to be controlled or managed by you, is deemed suspicious by Axi at its sole determination, Axi may at its own discretion delay payment of the Affiliate Fee to you for up to one hundred and eighty (180) days in order to verify the relevant transactions. All payments due to an Affiliate who refers more than twenty (20) Qualified Traders in their first monthly cycle will be deferred for one additional month for verification purposes. In the event that Axi determines the activity constitutes Fraud Traffic, Axi shall recalculate or withhold the Affiliate Fee. If a Qualified Trader referred by you fully withdraws the deposit amount made in respect of the requirements of the Axi CPA Plan before placing a Qualified Trade, an Affiliate Fee will not be paid, and the transaction may be investigated for Fraud Traffic. If Axi determines that you are involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to Axi or your obligations under this Agreement, including without limitation to the Sites, Accounts, Bonuses, Qualified Traders, Sub-Affiliates and/or Sub-Affiliates, Axi shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the Tracking URLs assigned to you inoperative, and immediately block your access to the Program, with no compensation to you. You hereby irrevocably waive any claim or demand against Axi, Axi Group, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by Axi.

6.17. **Holdover for Non-Qualified Traffic:** Axi shall have a right to suspend and/or withhold any accrued but unpaid commissions if Axi has reason to believe that there is Non-Qualified Traffic in the Affiliate account. If Axi determines the activity constitutes Non-Qualified Traffic, Axi shall recalculate or withhold the commissions accordingly and in its sole discretion. It is hereby further clarified that in any event that the Company determines that the suspected transactions are in fact Non-Qualified Traffic, Axi shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the link assigned to such Affiliate inoperative, to change the Affiliate's CPA plan (including retroactively) and immediately block the Affiliate's access to Axi's Affiliate Program and Affiliate Section, with no compensation to the Affiliate. The Affiliate irrevocably waives any claim or demand against Axi, Axi Group, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by Axi.

6.18. **Trader Tracking:** You acknowledge that you are aware and agree that upon signing up as a Trader, each Trader must link through a Tracking URL or enter a sign-up bonus code provided to them by you to enable you (and any Sub-Affiliates, if applicable) to receive an Affiliate Fee in relation to each potential Trader. In no event shall Axi be liable, and you specifically waive any claim or demand for any failure of Affiliate, Sub-Affiliates or any Trader to use the Affiliate's Tracking URL or for any potential Traders' failure to properly enter a sign-up bonus code.

6.19. **Transfer of Traders:** The said Trader and/or Affiliate shall be entitled to request Axi to link the Trader to the Affiliate by stating the reason why the registration was made without using the Affiliate Tracking URL. The request shall be sent via registered email. Upon Axi's written approval, the Affiliate shall acquire a right on the referred Trader's activity generated from the date of Axi's confirmation.

6.20. **Commission on transferred Traders:** In the event a Trader is transferred to another Affiliate during the Qualifying Period, Axi shall at its absolute discretion, determine whether any compensation regarding the Qualifying Period shall be paid and/or to which Affiliate. In the event of a transfer from one Affiliate to another, the Qualifying Period shall not recommence.

6.21. **Removal of Traders:** Whereas a Trader has communicated to Axi that he/she wishes to be removed, unlinked or unassigned from an Affiliate, the Affiliate will, from the date of that communication, cease earning any commission benefits and Axi will cease paying the Affiliate any compensation and the Affiliate will have no further rights in respect of the unlinked Trader. Under no circumstances will Axi be liable for any consequences of any such unlinking of a Trader from an Affiliate and/or the transfer of a Trader to another Affiliate.

6.22. Where Axi is of the reasonable opinion that suspicion of fraud, abuse, manipulation or deceitful or fraudulent activity relating to the removal and/or transfer of Trader(s) between Affiliates exists, Axi will be entitled to take any action in its sole and absolute discretion that it considers appropriate, including but not limited to cancelling any accrued commission benefits, non-payment of any compensation and/or termination of this Agreement.

6.23. **Disputes:** Any disputes which you may have over remuneration issues should be submitted in writing to Axi within 10 business days of receiving a payment. Axi will investigate any dispute fairly and with impartiality and usually respond back to the Affiliate within 10 business days.

6.24. **Tax:** It is your sole responsibility to comply with any tax laws that apply to Affiliate Fee, and you consent that, where required by Applicable Law or regulations, Axi may provide information upon request regarding your Affiliate Fee to any government agency. You acknowledge that Axi is at no time liable for any taxes whatsoever incurred by you in relation to this Program or the earnings of Affiliate Fees or any other compensation.

## 7. ADDITIONAL TERMS OF PARTICIPATION IN THE PROGRAM

### Marketing Materials:

- 7.1. The Affiliate's Marketing Materials shall comply with the guidelines located at the Affiliate Section referred to as Affiliate Marketing Rules tab in the Affiliate's account and any other restrictions set forth in this Agreement. To avoid doubt, you may only use Marketing Materials provided to you by Axi, unless Axi has expressly given you consent in writing to use other material.
- 7.2. Prior to the Affiliate's use or amendment of any Marketing Materials, the Affiliate shall submit a sample to Axi for review and approval. Affiliates shall not be allowed to alter any of the Marketing Material provided by Axi. The Marketing Material may be used by the Affiliate only upon receiving the explicit written approval by Axi, which may be granted or denied or subsequently revoked at Axi's sole and exclusive discretion. In the event such approval is granted, the Affiliate agrees and hereby does assign and transfer to Axi, its successors, assignees, or nominees, all of the Affiliate's right, title and interest to the materials created and made by (or for) the Affiliate.
- 7.3. In the event that the Affiliate makes use of any Marketing Material not approved by Axi, Axi shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the Tracking URLs assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Program and deny any Affiliate Fee, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by Axi.

### Restrictions

- 7.4. All Affiliate activities must be professional, and fully comply with all Applicable Laws, including, without limitation, any regulatory rules and you will be solely responsible for the content and manner of its activities. An Affiliate and its website, to the extent the Affiliate operates through a website, may not be engaged, directly or indirectly, in conduct that Axi, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Sites or detrimental to other users of the Sites, including without limitation, directly or indirectly:
  - a. Offering any further services in support of Axi's products or services, such as an automated trading, advice or otherwise;
  - b. Failing to disclose that you receive a commission for clients referred to Axi;
  - c. operation of an illegal business, site or subscription email list;
  - d. engaging in illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website or in the Affiliate's subscription emails or offering any illegal goods or services through the Affiliate's website or subscription emails;
  - e. operation of a website that contains or promotes content that is libellous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, pornographic, related to gambling or link to a website that does so;
  - f. engaging in indiscriminate or unsolicited commercial advertising emails;
  - g. placing links to any of the Sites in spam or unsolicited promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources;
  - h. causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies Axi may have in law, equity or otherwise);
  - i. establishing or causing to be established, without the prior written consent of an authorized officer of Axi, any promotion that provides any rewards, points or compensation for and any other activity that Axi deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Sites;
  - j. diluting, blurring or tarnishing the value of Trademarks;
  - k. unauthorized use of any third party's intellectual property (including, but not limited to, trademarks); or
  - l. offer any trader, whether directly or indirectly, any kind of rake back deal;
  - m. sending Mailers; or

- n. completing any account opening questionnaire on behalf of any potential Traders, Qualified Traders and Sub-Affiliates. Axi shall have the right, in addition to any other right or remedy available to it under this Agreement or Applicable Law, to render the Tracking URLs assigned to such Affiliate violating the restriction herein as inoperative, and immediately block the Affiliate's access to the Program, with no compensation to such Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Sites in respect of such action taken by Axi.

**Age:**

- 7.5. In order to participate in the Program, you must be at least 18 years or older.
- 7.6. You may not actively target market to any persons who are under the age of 18 years old.

**Representations and Warranties**

- 7.7. The Affiliate represents and warrants the following:
  - 7.7.1. That it is independent of Axi and its subsidiaries and shall have no authority to bind Axi and its subsidiaries in any way unless specifically contemplated herein or agreed between the parties in writing;
  - 7.7.2. It will not make any representation or statement or warranty concerning Axi and its subsidiaries except as authorised by Axi or as provided in this Agreement;
  - 7.7.3. It shall not make any misrepresentations regarding Axi and its subsidiaries, their services and licenses;
  - 7.7.4. It shall not in any way represent that Axi and its subsidiaries guarantee or will guarantee their client against loss when receiving products or services from Axi or its subsidiaries;
  - 7.7.5. It shall not be placing orders on behalf of Axi's subsidiaries or clients;
  - 7.7.6. It shall not accept nor hold any Client Money (as defined in applicable regulatory legislation or rules in each applicable jurisdiction);
  - 7.7.7. It is not in any way prohibited from acting as an Affiliate and has all appropriate registrations or licences if necessary and applicable;
  - 7.7.8. It shall disclose to Axi promptly any complaint, government or regulatory investigation, or disciplinary action or any other development that may have a material impact on the Affiliate's ability to provide the services hereunder in accordance with Applicable Laws, including, without limitation, any regulatory rules.

## 8. NO COMPETITIVE MARKETING

- 8.1. It is hereby clarified that Affiliate shall not be entitled to market to potential Traders:
  - a. on any internet site or social network on which the Group promotes any of the Sites (e.g. Facebook.com, Twitter.com, Plus.google.com, Youtube.com, etc.);
  - b. on any internet search engine on which the Group promotes any of the Sites (e.g. Google.com, Bing .com, etc.);
  - c. in any other manner which results in the Affiliate's competing with the Group in relation to the promotion of Sites, including but not limited to the promotion of the Affiliate's websites through other Affiliates.
  - d. any other online software, application, or other platform enabling online trading similar to and/or competitive with the Trading Platform;
  - e. by using Axi's Marks (or any variation or combination thereof) in the Affiliate's domain name (e.g. "Axi", "Axicorp", "AxiTrader", "Axitrade", "Tradeaxi", etc.). If Affiliate is in breach of the foregoing provisions, Axi reserves the right to render the Tracking URLs assigned to Affiliate inoperative and to refuse to pay any Affiliate Fee or compensation, and Affiliate shall have no claim against the Group, its directors, officers, shareholders or employees in respect of such action taken by Axi.

## 9. LINKS, TRADEMARKS AND LOGOS, DATA OWNERSHIP

- 9.1. Subject to the terms of this Agreement, Axi grants to Affiliate, a non-exclusive, non-transferable, non-assignable, non-sub licensable limited license to display on such Affiliate's website the Marketing Material provided by Axi to the Affiliate for the sole purpose of providing a link from such Affiliate's website, which website has been confirmed by Axi as included in the Program, to the homepage of the Site (but no other page). Unless otherwise approved in advance in writing by Axi, Affiliate may not promote, whether directly or indirectly, any of Axi Marks. No framing of any webpage of any of the Sites is permitted.
- 9.2. Affiliate, and anyone on Affiliate's behalf, shall not assert the invalidity, unenforceability, or contest the ownership of any of Axi Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Axi's rights in Axi Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 9.3. Except as explicitly permitted herein, nothing in this Agreement or on any of the Sites, should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Axi Marks.
- 9.4. All Traders shall be considered as customers or clients of Axi only. Axi shall be the sole and exclusive owner of the database of names and contact information and any other data of all Traders, including Traders identified by a Tracker ID. Affiliate may not contact a Trader without receiving Axi's written approval. If in Axi's opinion Affiliate either tries to or contacts a Trader without Axi's written approval, Axi shall be entitled to immediately terminate this Agreement and to withhold all Affiliate Fees, compensation or commissions owed to Affiliate at such time. Further, in the event that Axi provided written approval to the Affiliate to contact or correspond with a Trader, and thereafter Axi deems that such contact or correspondence is against the interests of Axi, Axi shall have the right to revoke such approval previously granted, to terminate this Agreement and to withhold all Affiliate Fees, compensation or commissions owing to Affiliate at such time. Affiliate further agrees that Axi may access information from or about visitors to Affiliate's website and may use such information for any purpose.

## 10. LIMITATION OF LIABILITY

- 10.1. In no event shall Axi, its subsidiaries, officers, directors, employees or suppliers be liable for lost profits or data, or any special, incidental, indirect or consequential damages arising out of or in connection with the sites, the Group's services, the trading platform, or this Agreement (however arising, including negligence), and including without limitation as a result of any failure or malfunction of any software, hardware, communication technology or other system. Axi's liability, and the liability of Axi's subsidiaries, officers, directors, employees and suppliers to affiliate or any third party in any circumstance is limited to the greater of:
  - a. the amount of the fees paid by Axi to affiliate in the twelve (12) months prior to the action giving rise to liability, or
  - b. US\$100.

## 11. NO WARRANTIES; INDEMNIFICATION

- 11.1. To the fullest extent permitted under Applicable Law, notwithstanding anything to the contrary, Axi disclaims all warranties, express or implied, including but not limited to all implied warranties of non-infringement, merchantability and fitness for a particular purpose, with respect to the program, the Sites, links in the Sites, or the Sites being accessible or free of errors, viruses or security threats.
- 11.2. Affiliate agrees to indemnify, defend and hold harmless Axi, the Group, its directors, officers, employees, service providers and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including reasonable attorneys' fees and costs, arising directly in connection with Affiliate's operations or website or out of any disputes between Affiliate and any other party related directly or indirectly to this Agreement, the Sites, the Affiliates activity or to services provided by Axi. Axi may deduct such amounts to indemnify the Group, its directors, officers, employees, service providers and suppliers for any claims, arising or resulting from or relating, the matters brought forth in this clause from any outstanding Affiliate Fee due to the Affiliate and held by Axi and/or any other funds whatsoever due to the Affiliate and held by Axi.

## **12. PERSONAL DATA AND CONSENT TO CONTACT**

- 12.1. Axi may process, use, store or otherwise process personal information provided by the Affiliate.
- 12.2. The Affiliate agrees that Axi may pass information about the Affiliate which the Affiliate has provided to Axi and/or to third parties in order to assist Axi to process and/or analyse the relevant information as a part of Axi fulfilling its obligations under this Agreement. Should the Affiliate be unwilling for Axi to transmit and/or process the Affiliate's personal data and/or such personal data to be used for such purposes, the Affiliate will give Axi written notice.
- 12.3. The Affiliate expressly invites Axi, for the purposes of administering the terms of this Agreement or otherwise marketing Axi Products and Services, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.
- 12.4. The Affiliate consents to such communications and acknowledges that such communication would not be considered by the Affiliate as being a breach of any of the Affiliate's rights under any relevant data protection and/or privacy regulations.

## **13. INDEPENDENT INVESTIGATION**

- 13.1. You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that Axi may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the Axi Affiliates program and you are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

## **14. AMENDMENT AND TERMINATION**

- 14.1. Axi may amend this Agreement for any reason at its discretion on 21 days' notice after delivering written notice to the Affiliate (such notice may be provided in any manner at the discretion of Axi) which may include, but is not limited to, post, email, notification to a trading account or the Axi access portal, or telephone. If the change is not adverse to the Affiliate, Axi may amend this agreement immediately.
- 14.2. Axi may terminate this agreement for any reason immediately upon delivering written notice to the Affiliate in the manner described above.
- 14.3. In addition, Axi has the right to do one or more of the following:
  - a. decline to pay to the Affiliate Fee;
  - b. cancel any accrued commission entitlements;
  - c. amend the terms of the reward structure or;
  - d. close any Affiliate account with immediate effect; andif Axi is of the reasonable opinion that:
  - e. any of the transactions entered into or executed by the Trader, are being opened and closed for the benefit of earning compensation for the Affiliate (often referred to as "churning");
  - f. the Affiliate has engaged in any form of abuse, market abuse or market manipulation;
  - g. the Affiliate has acted dishonestly towards a Trader or a prospective Trader;
  - h. the traffic referred by the Affiliate constitutes Fraud Traffic;
  - i. the Affiliate performance is deemed to be poor; or
  - j. the Affiliate has breached any term of this Agreement or is not in compliance with Applicable Law.

- 14.4. Axi reserves the right at its absolute discretion to terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or remove a Client from the Affiliate for the purpose of calculating Compensation with immediate effect in the event Axi suspect that the Affiliate and/or any of his/hers Clients commits any fraud in the use of and/or abuse of the Affiliate Program and/or any attempt of collusion and/or manipulation and/or arbitrage and/or other forms of deceitful or fraudulent trading and/or other activity and/or breach of the terms and conditions of this Agreement and/or breach any Applicable Laws, regulations or directives. In the event that Axi terminates this Agreement because of a breach this clause, Axi will not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.
- 14.5. Upon termination of this Agreement for any reason, Affiliate will immediately cease use of, and remove from Affiliate's website, all Axi Marks, Banners and Text Links to the Sites. Clauses 1, 4, 5, 6, 7, 8, 9, 10 and 11 of this Agreement shall survive such termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive such termination.

## 15. MISCELLANEOUS

- 15.1. The Affiliate shall not without the prior express written consent of Axi assign, transfer, charge, sublicense or deal in any other manner with this Agreement or any of its rights and/or liabilities under it.
- 15.2. Axi shall be entitled to assign, novate, transfer, charge sub-license or deal in any other manner with this agreement or any of its rights and/or liabilities under it without consent of the Affiliate. In such event, Axi shall make all reasonable efforts to notify the Affiliate in writing within 7 days following such assignment or novation.
- 15.3. An Affiliate must give 5 Business Days' notice of:
  - a. where applicable, a material change in the management, ownership or control of an Affiliate and in particular, any change in the director or shareholder of that Affiliate;
  - b. and in the event that Axi does not approve the change or changes, the event will constitute an unlawful assignment of this Agreement allowing Axi to immediately terminate this Agreement under Clause 14.
- 15.4. Axi may delegate any of its obligations under this Agreement to, or exercise any of its rights under this Agreement through, any Group company or outsource to a service provider.
- 15.5. Axi and the Affiliate must comply with any other relevant legislation, and in particular, privacy and data legislation, relating to collection, security, access, use and disclosure of personal information, and must maintain any confidential information in accordance with any Applicable Law.
- 15.6. Axi and Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency or employment relationship between them, grants to Affiliate authority to make any representation on Axi's behalf or make public any information regarding Axi, or prohibits Axi from operating websites that are similar to or compete with Affiliate's website. Affiliate declares that by accepting this Agreement it consents to Axi sending, and it receiving by means of telephone, facsimile, SMS or e-mail, or by any other means, communications containing newsletters, notifications and any other content of a commercial nature relating to the Sites and related services. Affiliate acknowledges that Axi does not have to obtain Affiliate's prior consent (whether written or oral) before sending such communications to Affiliate, provided Axi shall cease to send any such further communications should Affiliate notify Axi in writing that Affiliate does not wish to receive such content anymore.
- 15.7. This Agreement comprises the entire agreement between the Affiliate and Axi, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter, and applies in addition to any other term or condition of the Sites (such as Axi's Privacy Policy and Website terms and conditions), unless expressly provided otherwise in this Agreement. Axi may modify any of the terms of this Agreement (including without limitation the terms of the Affiliate Fees) at any time and in its sole discretion without notice. Axi will endeavour at all times to ensure the Affiliate has been notified when changes have been made to this Agreement. Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement. Your continued participation in and use of the program constitutes your acceptance of any modification to terms and fees.
- 15.8. Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

- 15.9. Any provision of, or the application of any provision of, this Agreement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 15.10. You acknowledge that if any provision of this Agreement conflicts with any other rule, regulation, term or condition of the Site or any other applicable terms or conditions, this Agreement shall prevail.
- 15.11. This Agreement may be translated into other languages but, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English version shall prevail.
- 15.12. This Agreement is governed by the laws of New South Wales, Australia and the parties agree to the exclusive jurisdiction of its Courts.

*[The remainder of this page is deliberately left blank. The next page is the signing page]*

**TERMS AGREED BY:**

**Affiliate:**

**Address:** \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**AxiCorp Financial Services Pty Ltd**

Authorised Signatory \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## ADDENDUM TO AFFILIATE AGREEMENT

This Addendum sets out the commercial terms that will apply to the Affiliate Agreement (the “**Addendum**”). All capitalised terms not defined herein shall have the meaning ascribed to them in the Affiliate Agreement.

### 1. Definitions

#### 1.1. In this Addendum:

“Affiliate Agreement” shall mean the agreement entered into between Axi and the Affiliate.

“Fee” shall mean the fee payable to the Affiliate, calculated in accordance with this Addendum at the end of every month.

A “quarter” shall mean the three-month period on a financial calendar, the end of each quarter to be respectively March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>.

The “Net Revenue” shall mean, for any given calendar month, the sum of the following derived from Qualified Trader Transactions conducted during that calendar month: realized and unrealized aggregated profits less any costs. The costs shall include but are not limited to wider spreads, rebates, commissions, executions and prime broking costs, and other costs incurred by Axi, and adjustments paid to the Affiliate’s or Affiliated Customer’s account.

“Transactions” shall mean the purchase or sale by a Customer of an Axi Product

“Customer” shall mean a prospective customer of the Affiliate or a Qualified Trader

### 2. AFFILIATE CUSTOMERS OPERATING MT4 STANDARD AND PRO ACCOUNTS

#### 2.1. The following compensation structures and terms of this Addendum shall be applied to all Qualified Traders.

#### Compensation Structure

	Forex, CFDs and Cryptocurrency CFDs		Shares		Spot Cryptocurrencies	
	\$250 - \$499 Net Deposit	\$500 + Net Deposit	\$250 - \$499 Net Deposit	\$500+ Net Deposit	\$250 - \$499 Net Deposit	\$500 + Net Deposit
Commission	\$200 CPA	\$600 CPA + \$12,000 Monthly Bonus	\$25 CPA	\$50 CPA	\$50 CPA	\$100 CPA

#### Sub-Affiliate Commission

- Master Affiliate will receive flat 10% commission of each applicable Sub-Affiliate’s earnings.
- For the purposes of this Agreement, a “Master Affiliate” is the Affiliate that has referred a Sub-Affiliate to Axi.

#### Required Lots

- Two lots are required for all CPAs.

#### CPA Payment Conditions

1. The minimum return on investment (ROI) is the total net deposits of all referred clients during a specific month divided by the affiliate's commission generated during that same month.
2. ROI requirement is at least 1.5 from the 3rd month of referring clients onwards and 2.0 after the 6th month.
3. Should the ROI be less than 1 on the second month of activity, payment will be withheld and paid out on the third month with condition 4 below applied for the second and third month of activity.
4. Should the ROI in the third month be under 1 as well, Axi reserves the right to terminate the agreement without processing any payments.
5. Starting the 3rd month of activity, should the ROI condition referred to in (2) not be met, payment for that month will be processed to accommodate a 1.25 ROI average for the qualified clients.

#### General Provisions of this Addendum

#### 2.2. This Addendum shall not be amended without prior written consent of Axi.

- 2.3. This Addendum supersedes any previous addenda between the Affiliate and Axi.
- 2.4. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Affiliate Agreement, the provisions of this Addendum shall prevail.

Axi Initial \_\_\_\_\_

Date \_\_\_\_\_

Affiliate Initial \_\_\_\_\_

Date \_\_\_\_\_