**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 refer 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 referring of the Customers for entering into brokerage service contracts with the Company. The Partner also undertakes other rights and obligations set forth hereinafter. Honoring the commitments stipulated in the present Agreement, the Partner refers the Customers for the Company acting in his name.
    3. The Partner unconditionally acknowledges that all Customers referred 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 in 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 in 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 (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, verification of the affiliate account shall be deemed optionally. However, the Company reserves the right to restrict access of unverified 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 used by the Company in an anti-money laundering campaign.
        5. The Partner shall be responsible for the authenticity of the IDs (copies). The Partner acknowledges the Company's right to contact law enforcement agencies of the country where the ID 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 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 the 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. In exceptional cases, the Company has a right to provide information, recommendations and pieces of advice to the 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 shall be in effect and compulsory for execution by the Customer and by the Company.
    6. The Partner shall refrain from giving the Customer recommendations and pieces of advice about 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 refer new Customers so that the Customers enter into brokerage service agreements with the Company and operate on international financial markets under the Company's terms and conditions. The affiliate commission is paid only for the first deposit of the unique client, who did not have any accounts in the Company before.
    2. The Partner is obliged to open an affiliate account with the Company for receiving commissions.
    3. 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.
    4. The Partner has a right to plan and implement marketing and advertising campaigns, provided that the Company approved the campaigns.
    5. 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 YANDEX, GOOGLE etc. to refer new Customers.
    6. 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.

7. 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.
8. The Partner shall not be entitled to conduct trading operations on the Customer's trading account.
9. The Partner shall not be entitled to make settlements with the Customers (cash or non-cash, in national or foreign currency) and to accept funds, securities or other property from the Customers.
10. The Partner has a right to monitor the efficiency of promotional campaigns through custom affiliate codes and affiliate statistic provided by the Company.
11. The Partner has a right to replenish the affiliate account and withdraw funds from it in accordance with the Public Offer Agreement.
12. The Partner has a right to use the design of the Company's brand products for advertising.
13. The Partner shall not be entitled to refer other partners.
14. The Partner shall not be entitled to refer PAMM traders and receive commissions for their trades.
15. The Partner shall be entitled to refer PAMM investors.

4. Company's rights and obligations
    1. The Company is obliged to open trading accounts for the Customers referred by the Partner pursuant to the Public Offer Agreement.
    2. The Company shall enable the Customers to conduct trading operations in the system by providing the Customers with logins and passwords.
    3. 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.
    4. The Company has a right to request the Partner to provide a full report on the course and results of the Customer referring campaigns.
    5. The Company has a right to terminate the Agreement in case the Partner did not refer 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.
    6. The Company has a right to exclude the Customer trading account from the affiliate group in case the account was not replenished or traded on within 30 days since registration in Client Cabinet.
    7. In the event that the Partner fails to perform any obligations under the present Agreement, the Company has a right to exclude the Customers from his affiliate group.
    8. The Company has a right to inform the 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.
    9. 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.
    10. The Company has a right to perform other actions stipulated in the present Agreement and its Appendices.
    11. The Company shall pay a one-time commission for each new active trader referred by the Partner regardless of the fact whether the Customers gained any profit or not. The Company retains the right to refuse or delay the payment of commission in case of insufficient volume of trading operations of the referred customer.
5. Partner's work principles and Customer referring
    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. The Customer clicks on an affiliate link to the Company's official website.
        2. The Customer enters an affiliate code in the trading account registration form.
        3. The Partner submits a Customer identification form signed by the Customer to the Company.
    3. The 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: the 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 held 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. 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 Partner against the Company shall be either written on paper and sent to the Company via regular mail or courier 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:
        1. the first and last name of the Partner/Partner's company name;
        2. core description of a disputable situation;
        3. other dispute details that might contribute to dispute resolution.
    4. The particulars of a claim must not contain:
        1. emotional evaluation of a disputable situation;
        2. verbal abuse of the Company;
        3. expletives.
    5. The Company has a right to request the Customer/the Partner to provide any information necessary for dispute resolution.
    6. 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.
    7. 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.
8. Disputes concerning interpretation or application of the present Agreement shall be settled by negotiation.
9. A dispute might be filed to the court under the dispute resolution procedure. A claim can be submitted to the court in case it 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. regular mail;
        5. announcement in appropriate section of the Company's website;
        6. internal mail of the trading platform;
        7. 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 platform internal mail;
        3. 1 hour after sending a message by fax;
        4. immediately after a telephone conversation was finished;
        5. 7 calendar days after sending documents via regular mail;
        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 the information received from the Company during the cooperation and the 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 about the Company's business and services to a rival third party.
    3. The Parties shall ensure confidentiality of the Customer personal and account data as well as details of trades conducted by the Customers.
9. Incomes and mutual settlements
    1. In case registration data of the Partner coincides, in part or in full, with registration data of the 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 9.4 of the present Agreement to the affiliate account in full measure.
    2. In case the account of the Customer belonging to the affiliate group of the Partner 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.
    3. The Company may regard cases of violation of Clauses 3.1, 5.4. and 9.4. of the present Agreement by the Partner as activity inconsistent with the affiliate program principles. The Customers referred 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.
    4. The Company reserves the right to deny the Partner's request for withdrawing affiliate commissions in case of detecting the misapplication of the present Agreement and inconsistency of the Partner's activity with the present Agreement.
    5. 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.
    6. Should orders on the account of a referred Customer be detected violating InstaFinance Ltd. general regulations, the rules of the bonus system or should commissions be charged from allegedly fraudulent accounts the Company reserves the right to cancel the commissions from such accounts and exclude such Customers from the affiliate group.
    7. A commission is credited to the affiliate account not earlier than 1 calendar month after the Customer made a deposit. The maximum term is not stipulated in order to prevent illegal use of the program.
    8. In case the Customer belonging to the affiliate group applied to the Company's Dealing Department with a claim regarding an order for which the Partner received a commission, the Company reserves the right to cancel the affiliate commission in full.
    9. The Company pays commissions to the Partner in accordance with Appendix 1 of the present Agreement.
    10. The Parties undertake to calculate and pay their taxes and other third party fiscal duties independently.
    11. Requests for withdrawing the affiliate commission shall be processed within the term defined by the payment system, however, in case the commission was earned from referral accounts that were deposited via credit cards and some other payment systems, the term may be extended 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.
    12. The Company shall pay the Partner an affiliate commission only in case the Partner attracted not less than 3 actually trading Customers.
10. Final provisions
    1. The present Agreement enters into force on the date when the last of the two Parties duly signs 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.

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* Appendix #1:
Mutual settlements

1. Affiliate commission amount is fixed.
    1. The Company shall pay the Partner a commission equaling to the amount of initial deposit of the Customer in case the Customer made the initial deposit in amount of less than 200 US dollars.
    2. The Company shall pay the Partner a commission of 200 US dollars in case the Customer made the initial deposit from 200 US dollars to 500 US dollars.
    3. The Company shall pay the Partner a commission of 300 US dollars in case the Customer made the initial deposit from 500 US dollars to 1,000 US dollars.
    4. The Company shall pay the Partner a commission of 500 US dollars in case the Customer made the initial deposit from 1,000 US dollars to 2,500 US dollars.
    5. The Company shall pay the Partner a commission of 750 US dollars in case the Customer made the initial deposit from 2,500 US dollars to 5,000 US dollars.
    6. The Company shall pay the Partner a commission of 1,000 US dollars in case the Customer made the initial deposit from 5,000 US dollars to 10,000 US dollars.
    7. The Company shall pay the Partner a commission of 1,500 US dollars in case the Customer made the initial deposit from 10,000 US dollars to 20,000 US dollars.
    8. The Company shall pay the Partner a commission of 2,000 US dollars in case the Customer made the initial deposit over 20,000 US dollars.
2. Any other payments are possible only if the Company and the Partner agreed it in a collateral arrangement.