



# **AFFILIATE AGREEMENT**



## Affiliate Agreement

### IT IS AGREED:

#### 1. Definitions of terms

- Affiliate:** Means a natural or legal person who has signed up to direct internet traffic to the website of the Company, and who is approved by the Company;
- Agreement:** Means this Agreement between the Company and the Affiliate;
- Client:** Means any natural or legal person to whom the Company provides investment and/or ancillary services;
- Client Account:** Means any and all accounts opened by the Company for the Client under the Agreement for trading;
- Company:** Means 8SAFE UK Limited , with its registered address at 55, Old Broad street, London, UK, EC2M 1RX.(phone: ++44(0) 203 282 7000, e-mail: [london@IronFX.com](mailto:london@IronFX.com) , website: [www.IronFX.co.uk](http://www.IronFX.co.uk) ), is a private limited company registered under the Companies Act 2006 of the laws of England with registration number 08111366 and is regulated in the conduct of its activities by the FCA under licence number 585561;
- CPA:** Means an Affiliate Compensation Plan where the Affiliates shall be paid on a Commission per Acquisition basis when the Terms & Conditions of this Agreement are satisfied;
- Program:** Means the Company's Affiliate Program which can be found at <http://www.ironfx.co.uk/en/partnership-program/affiliates> ;
- Referred Client:** Means the Client who has been referred by the Affiliate and/or has been directed to the Company's Website via a. a website or online network or any online media group approved by the Company;
- Tracking URL:** Means the unique URL that is generated when a Client clicks on a Company banner on the Affiliate's website or online network or any online media approved by the Company. The URL is used by the Company to track the Client who has been directed to the Company's website by the Affiliate's website or online network or online media approved by the Company;
- Tracker(s) ID:** Means the unique alphanumeric code created automatically by the Company for the purpose of identifying the Affiliate and his/her clients;
- Referring URL:** Means the URL belonging to the Affiliate which identifies the internet origin (i.e. website) from which the Client was referred/directed;



**Trademark:** Means the Company's registered Trademarks, "IronFX", "IronForex" and "IronMarkets" including all other related trademarks as they are locally and international recognized and protected under international and local laws.

**Qualified Trader:** Means a referred Client who meets the conditions set out in this agreement (i.e. trading volume);

### **2. Affiliate Representation and Warranties**

- 2.1** The Affiliate has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him in connection herewith. The Affiliate acknowledges and confirms that he can enter into this Agreement and is approved and/or authorised and/or qualified under his local regulatory requirements to offer the services mentioned in this Agreement.
- 2.2** The Affiliate has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him during the term of the Agreement and will remain in strict compliance with all of the foregoing.
- 2.3** If the Affiliate is a company or other entity, the Affiliate is duly organised, validly existing and in good standing under the laws of his jurisdictions.
- 2.4** The Affiliate will carry on his operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Affiliate cannot use the Company's logo in any of his correspondence, on any business cards or on any electronic transmission, etc.
- 2.5** The Affiliate acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his business.
- 2.6** The Affiliate acknowledges that he/she is not allowed to register a business that includes the trademarks of the Company as duly defined above. Furthermore, the Affiliate acknowledges that he/she is not allowed to register and/or operate a domain name that includes the "IronFX", "IronForex" and/or "IronMarkets" name.
- 2.7** The Affiliate further acknowledges that he/she is not allowed to use and/or register a Trademark and/or domain name which is similar in appearance, designation and notion and/or which could reasonably provide a misleading association with the business and goodwill of the Company.
- 2.8** The Affiliate acknowledges that he/she is not allowed to use and/or register Trademarks and/or domain names which are in connection with the name "Iron" and particularly if such marks consist of one word and are inseparably combined (in its entirety).
- 2.9** The Affiliate acknowledges that he/she is not allowed to market directly or indirectly to potential Clients on any website which the Company actively promotes its services

and products and/or in any other manner which results in the Affiliate competing with the Company in relation to the Company's website.

The affiliate is not allowed to use instant messaging or email, to redirect the prospect client. Similarly the Affiliate must not be in direct contact with prospect client. The client can only be redirected to IronFX from the Affiliate online network or online media using a unique Tracking URL. This URL is embedded within the Company marketing tools (e.g. banner) which are available on the IronFX Affiliate Portal.

- 2.10** In the case where the Affiliate intends to use any information or functionalities relating to the Company and its services to means other than affiliate's website the Affiliate is required to obtain the Company's prior approval.
- 2.11** The relationship between the Affiliate and the Company shall be governed by this Agreement. As this Agreement is a distance contract, it is amongst others, governed by Financial Services (Distance Marketing) Regulations 2004 implementing the EU directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regular signed one.

### **3. Affiliate Relationship and Activities**

- 3.1** In the event that the Affiliate deviates from the standard interpretation of this Agreement, it will be considered that he/she has breached the Agreement unless he/she has obtained written confirmation from the Company.
- 3.2** Without prejudice to the obligations of the Affiliate under this agreement the Company is not responsible and has no liability for any advice or recommendation or decision provided by the Affiliate to the referred Client.
- 3.3** For the Affiliate to be eligible for any fees with regards to the referred Client, he has to meet all requirements set in this Agreement.
- 3.4** The Company's marketing materials, including but not limited to the logos, banners and videos, should be clearly placed on the Affiliate's website or other online referral media or network, in order to redirect the prospective Clients to the Company's Website. Each client must be unique therefore will have a unique IP and Tracker ID. The client's IP Address must be identifiable and must be different from the Affiliate's IP Address. The client's referring URL must also be identifiable.
- 3.5** The Affiliate is granted a non-exclusive, non-transferable right to display the Company's mark and any banners as these will be approved by the Company to display on his website for the sole purpose of providing a link for the Affiliate's website to refer internet traffic to the Company's website.
- 3.6** The Affiliate is required to obtain the Company's approval prior to uploading any information or functionalities relating to the Company and its services. In the case where the Affiliate intends to change the Company's information and/or functionalities that were initially provided and approved by the Company, then the



Affiliate needs to obtain a new approval by the Company before he/she proceeds with such changes.

- 3.7** In the event of any disparity between the claim(s) made by the Affiliate and the Company with regards to the referred Client, the Company shall have the sole discretion in accepting or rejecting the claim(s) of the Affiliate.
- 3.8** Any referred Client, who opens an account with the Company, will be considered the Company's Client, and shall follow the Company's procedure for the opening of a trading account with the Company.
- 3.9** The Company may at its sole discretion accept or decline any Client referred by the Affiliate .
- 3.10** In the event of a referred Client being directed to the Company via the referring URL belonging to the Affiliate and the link of an Introducing Broker at the same time, the Company shall allocate the Client upon its discretion.
- 3.11** The Affiliate undertakes the necessary precautions to ensure the confidentiality of all information, including, but not limited to, the access codes of the Program, transaction activities and any other information that be accessible by him via the Program. The Affiliate acknowledges that the Company bears no responsibility in case the access codes are used unauthorised by any third party. The Affiliate is strongly advised not to use any public computer to login with his access codes. The Affiliate should always logout from the Company's Program.
- 3.12** The Affiliate undertakes to notify the Company immediately if it comes to his attention that the Program's access codes provided to him are being used unauthorised.
- 3.13** The Company is not liable or responsible for any marketing or promotions initiated by the Affiliate and for any costs or charges for such activity. The costs will be met by the Affiliate.

#### **4. Compensation Scheme**

- 4.1** The Affiliate shall be entitled to receive the fees as set out in the Appendix attached hereto which forms an integral part of this Agreement.
- 4.2** Payment terms: Any payments and/or fees due to the Affiliate in respect of Qualified Clients referred by the Affiliate will be made by the 15<sup>th</sup> day of the following month during which such fees have been generated subject to clause 4.1 above.
- 4.3** Method of payment: The Affiliate will be able to request his payment to be executed in either of the following ways:



- (i) Wire transfer
- (ii) Via the Affiliate's trading account opened with the Company in accordance with the Company's Terms & Conditions.

**4.4** Notwithstanding the above, if the Company suspects or has reason to believe that a referred Client has abused or acted in bad faith or identify any abuse on the trading activity of the referred Clients, such as open and close trades instantly for the purpose of generating commissions, the Company reserves the right to suspend the payment of any fees due to the Affiliate in relation to such Client or close the Affiliate's account. This clause also applies in case the Affiliate is found to be in breach of any term of this Agreement.

**4.5** In addition to the fixed payment scheme in appendix A of this agreement, the Company can offer a custom-made payment scheme on a case-by-case basis. For more details, please contact [info@ironAffiliates.com](mailto:info@ironAffiliates.com).

### **5. Notices and Communication**

**5.1** Unless otherwise specified, the Affiliate has to send any notice, instruction, request or other communication in writing by email to [info@ironaffiliates.com](mailto:info@ironaffiliates.com).

**5.2** All notices/information provided by the Company or received from the Affiliate should be in the English language.

### **6. Provision of Information, Data Protection**

**6.1** The Affiliate shall promptly provide the Company with any information which the Company may request as evidence for the matters referred to in the Agreement or to comply with any Applicable Regulations or otherwise, and will notify the Company if there are any material changes to such information.

**6.2** It is the Company's policy to take all necessary steps to ensure that personal data held, is processed fairly and lawfully in accordance with the Personal Data Law.

**6.3** The Company holds personal data relating to the Affiliate in connection with the provisions of this Agreement except to the extent that the Company is required or permitted by law. Personal data provided to or obtained by the Company will be used for the purposes of this Agreement. The Company has the right without informing the Affiliate to inform any third parties or authorities in regards to the Affiliate's personal information, transactions or any other information as it may deem necessary in the case where the Affiliate is directly or indirectly involved in fraud.

**6.4** The Affiliate acknowledges and accepts that he has read and accepted the Company's "Privacy Policy", which is uploaded on the Company's Website.

### **7. Amendment and Termination**

- 7.1** This Agreement may be amended from time to time. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the Affiliate disagree with the changes, he/she may terminate the Agreement in accordance with paragraph 7.2 below.
- 7.2** Either party (Company or Affiliate) can terminate the Agreement by giving five (5) business days written notice to the other party.
- 7.3** The Company shall reserve the right to terminate without notice, this Agreement or any rights of the Affiliate that may fall under the provisions of this Agreement, due to any malpractice, breach, failure or other significant event, including liquidation or insolvency, on the part of the Affiliate. Such termination will be at the sole discretion of the Company.
- 7.4** The Company has the right to terminate this Agreement in case (i) the Affiliate refers less than three (3) Clients within a ninety (90) days' period from the date of concluding this Agreement
- 7.5** The Company has the right to terminate this Agreement or suspend the payment of any fees due to the Affiliate in case (ii) the referred Client has not met the conditions set out in this Agreement within thirty (30) days from his/her account approval.
- 7.6** Upon termination of the Agreement, the Affiliate is obliged to return to the Company any Company materials used to promote his business (e.g. newsletters, banners, text, etc.). In the case where the Affiliate maintains a website and is using any Company materials, he/she is obliged to immediately withdraw such materials upon termination of the said Agreement.
- 7.7** Upon termination of this Agreement, the Company warrants to pay the Affiliate any fees due to the latter as set out in this Agreement provided that any such amount has been generated as a result of the proper fulfilment of the terms of this Agreement.

## **8. Governing Language**

- 8.1** This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

## **9. Applicable Laws and Place of Jurisdiction**

- 9.1** This Agreement and all transactional relations between the Affiliate and the Company are governed by the Laws of England and Wales and the competent court for the settlement of any dispute which may arise between them shall be the District Courts of England and Wales.



### 10. Miscellaneous

10.1 To the extent permitted by the applicable Law:

- a) The Company will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by the Affiliate as a result of instructions given, or any other communications being made, via the internet;
- b) The Affiliate will be solely responsible for all orders, and the accuracy of all information, sent via the internet using access codes; and
- c) The Company is not liable for any loss or damages that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the Company's Program.

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## APPENDIX

The Affiliate will be entitled to the following compensation scheme provided that the following criteria are met:

- (i) The Referred Client has been approved by the Company and has opened a trading account with the Company (excluding STP/ECN accounts);
- (ii) The Client traded at least 4 round turn lots with its own deposited funds (excluding any bonus amount added in its account).
- (iii) Applicable CPA will be capped at total deposit amount, when client becomes a qualified trader.
- (iv) The Client is a Direct Client and is not under any referring Broker relationship.
- (v) The Affiliate acknowledges that the fees provided in the CPA plan below are indicative rather than definitive. IronFX reserves the right to unilaterally modify or update the scheme at any time, without the Affiliate's consent by giving at least five (5) business days prior to the amendments and/or modifications coming into force.
- (vi) The Affiliate must have completed the age of 18
- (vii) IronFX does not accept Clients of certain jurisdictions such as USA, Iran, Cuba, Sudan, Syria and North Korea.

\* For Clients residing in Vietnam the following shall apply:

- (i) The Client has traded at least 7 round turn lots.
- (ii) The Client is a Direct Client and is not under any referring Broker relationship.

*\*\*For any other countries not included in the table below, please contact [Info@IronAffiliates.com](mailto:Info@IronAffiliates.com) for further clarifications.*

*\*\*\*The following Compensation Scheme does not apply to Affiliation Networks.*

Country of Client	Compensation scheme US\$ / per Client		
	1 - 5 Clients	6 - 10 clients	> 10 clients
Afghanistan	200	250	300
Albania	200	250	300
Algeria	200	250	300
Andorra	200	250	300
Angola	200	250	300
Anguilla	200	250	300
Antarctica	200	250	300
Antigua and Barbuda	200	250	300
Argentina	200	250	300
Armenia	200	250	300
Aruba	200	250	300
Australia	500	550	600
Austria	500	550	600
Azerbaijan	200	250	300



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Bahamas	200	250	300
Bahrain	400	450	500
Bangladesh	200	250	300
Barbados	200	250	300
Belarus	200	250	300
Belgium	500	550	600
Belize	200	250	300
Benin	200	250	300
Bermuda	200	250	300
Bhutan	200	250	300
Bolivia	200	250	300
Bosnia and Herzegovina	200	250	300
Botswana	200	250	300
Brazil	300	350	400
British Virgin Islands	200	250	300
Brunei	300	350	400
Bulgaria	200	250	300
Burkina Faso	200	250	300
Burma (Myanmar)	200	250	300
Burundi	200	250	300
Cambodia	200	250	300
Cameroon	200	250	300
Canada	200	250	300
Cape Verde	200	250	300
Cayman Islands	200	250	300
Central African Republic	200	250	300
Chad	200	250	300
Chile	200	250	300
Christmas Island	200	250	300
Cocos (Keeling) Islands	200	250	300
Colombia	200	250	300
Comoros	200	250	300
Cook Islands	200	250	300
Costa Rica	200	250	300
Croatia	200	250	300
Curacao	200	250	300
Czech Republic	350	400	450
Democratic Republic of the Congo	200	250	300
Denmark	500	550	600
Dominica	200	250	300
Dominican Republic	200	250	300
Ecuador	200	250	300



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Egypt	300	350	400
El Salvador	200	250	300
Estonia	200	250	300
Ethiopia	200	250	300
Faroe Islands	200	250	300
Finland	350	400	450
France	500	550	600
French Guiana	200	250	300
French Polynesia	200	250	300
Gabon	200	250	300
Gambia	200	250	300
Georgia	200	250	300
Germany	500	550	600
Ghana	200	250	300
Gibraltar	200	250	300
Greece	500	550	600
Greenland	200	250	300
Guatemala	200	250	300
Guinea	200	250	300
Guyana	200	250	300
Haiti	200	250	300
Holy See (Vatican City)	200	250	300
Honduras	200	250	300
Hong Kong	500	550	600
Hungary	200	250	300
Iceland	200	250	300
India	200	250	300
Indonesia	200	250	300
Iran	200	250	300
Iraq	200	250	300
Ireland	400	450	500
Isle of Man	500	550	600
Israel	200	250	300
Italy	500	550	600
Ivory Coast	200	250	300
Jamaica	200	250	300
Japan	500	550	600
Jordan	400	450	500
Kazakhstan	200	250	300
Kenya	200	250	300
Kiribati	200	250	300
Kuwait	500	550	600
Laos	200	250	300



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Latvia	200	250	300
Lebanon	500	550	600
Liberia	200	250	300
Libya	200	250	300
Liechtenstein	500	550	600
Lithuania	200	250	300
Luxembourg	500	550	600
Macau	200	250	300
Macedonia	200	250	300
Madagascar	200	250	300
Malaysia	500	550	600
Maldives	200	250	300
Mali	200	250	300
Malta	350	400	450
Martinique	200	250	300
Mauritius	200	250	300
Mexico	200	250	300
Moldova	200	250	300
Monaco	200	250	300
Mongolia	200	250	300
Morocco	200	250	300
Mozambique	200	250	300
Namibia	200	250	300
Nepal	200	250	300
Netherlands	500	550	600
Netherlands Antilles	200	250	300
New Caledonia	200	250	300
New Zealand	400	450	500
Nicaragua	200	250	300
Niger	200	250	300
Nigeria	200	250	300
Northern Mariana Islands	200	250	300
Norway	500	550	600
Oman	200	250	300
Pakistan	200	250	300
Panama	200	250	300
Papua New Guinea	200	250	300
Paraguay	200	250	300
Peru	200	250	300
Philippines	200	250	300
Pitcairn Islands	200	250	300
Poland	500	550	600
Portugal	350	400	450



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Puerto Rico	200	250	300
Qatar	500	550	600
Republic of the Congo	200	250	300
Reunion	200	250	300
Romania	200	250	300
Russia	200	250	300
Rwanda	200	250	300
Saint Vincent and the Grenadines	200	250	300
Samoa	200	250	300
San Marino	200	250	300
Saudi Arabia	500	550	600
Senegal	200	250	300
Serbia	200	250	300
Seychelles	200	250	300
Singapore	500	550	600
Slovakia	350	400	450
Slovenia	200	250	300
South Africa	300	350	400
South Korea	300	350	400
Spain	450	500	550
Sri Lanka	200	250	300
Suriname	200	250	300
Swaziland	200	250	300
Sweden	500	550	600
Switzerland	500	550	600
Taiwan	200	250	300
Tajikistan	200	250	300
Tanzania	200	250	300
Thailand	400	450	500
Timor-Leste	200	250	300
Togo	200	250	300
Trinidad and Tobago	200	250	300
Tunisia	200	250	300
Turkey	300	350	400
Turkmenistan	200	250	300
Uganda	200	250	300
Ukraine	200	250	300
United Arab Emirates	500	550	600
United Kingdom	500	550	600
Uruguay	300	350	400
US Virgin Islands	200	250	300
Uzbekistan	200	250	300



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Venezuela	200	250	300
Western Sahara	200	250	300
Yemen	200	250	300
Zambia	200	250	300
Zimbabwe	200	250	300