



Affiliate Agreement

AlphaTick Ltd.

Website: www.alphatick.com
Email: support@alphatick.com

AlphaTick Ltd. is an international business company incorporated in Saint Lucia under registration number: 2023-00062, and located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

Your consent to the terms of this agreement ("Agreement") with AlphaTick Ltd. ("AlphaTick") is signified by clicking the box entitled "I have read and agreed to the Affiliation Agreement" in our partner application form.

If you do not wish to accept all the terms and conditions of this agreement, then do not promote the site(s).

1. INTRODUCTION

- 1.1 This Affiliate Partnership Agreement (hereinafter referred to as the "Agreement") is entered by and between AlphaTick Ltd. (hereinafter referred to as "AlphaTick"), an international business company incorporated in Saint Lucia under registration number: 2023-00062, operating under the tradename "AlphaTick" and the Affiliate. AlphaTick and the Affiliate may sometimes be referred to herein as the "Parties".
- 1.2 AlphaTick provides online marketing, advertising and promotional services regarding AlphaTick Products and Services www.AlphaTick.com.
- 1.3 This Agreement governs the contractual relationship between the Affiliate and AlphaTick, by which the Affiliate can, subject to the present terms and conditions, be remunerated for introducing Qualified Traders to AlphaTick by promoting AlphaTick's Products and Services (hereinafter referred to as the "Services").
- 1.4 The Affiliate, if required under any applicable laws and regulations, is solely responsible to ensure that he/she is registered as an Affiliate, or do any other things which authorize the Affiliate to provide the Services.
- 1.5 Where the Affiliate requires a licence, permission, consent or other authorisation to provide the Services in any jurisdiction, it must at all times obtain and maintain the relevant licence, permission, consent or authorisation in Saint Lucia to provide the Services.
- 1.6 This Agreement does not constitute an authorisation by AlphaTick or the Companies for the Affiliate to provide financial services under their Licence(s).

2. INTERPRETATION OF TERMS

For the purposes of the present Agreement, the following terms shall be interpreted as follows:

"Active Trader" means any Trader who has been a Qualified Trader as per the provisions of this Agreement and as per Appendix A.

"Account(s)" means any trading account opened with AlphaTick .

"Affiliate" means whether an individual or a company, acting in the course of business and engaged in advertising and marketing activities (promotion of AlphaTick brand online, use of AlphaTick website as a portal for displaying promotional and advertising content, hosting of marketing material and direction of the web-traffic to the AlphaTick website, an increase of the online profile of AlphaTick through search engine optimization and performance of any other similar (with the abovementioned) activity who may, at any time under the terms of this Agreement, introduce Prospective Clients or Qualifying Traders to AlphaTick for transactions in CFDs, foreign currencies, commodities, futures and derivatives.

"Affiliate Portal" means the secure account Affiliate interface area (or backend) on AlphaTick website where all Affiliates login in order to view all their data, get Affiliate links, view statistics, complete or update their payment profile and access promotional tools.

"Affiliate Partner Link" means the unique link and/or personalized ID which is used to identify Affiliate activities and introduced Qualifying Traders.

"Agreement/Contract" means this Affiliate Program Agreement including any addendums or appendices.

"Business Day" means a day on which banks are open for business but excludes Saturday, Sunday and any other day which is a legal holiday.

“Client” means any person, whether an individual and/or a company who has been or is being referred by the Affiliate to the Company and with whom the Company enters into a Client Agreement.

“Compensation” has the meaning in clause 6 and the compensation, charges and other rates applicable to this Agreement determined and expressed within Appendix A.

“CPA” means the fixed cost per acquisition available to an Affiliate per Qualified Trader, subject to fulfilment of the KPIs during the Qualifying Period.

“Electronic Message” means email, SMS, fax or any other electronic means of communication.

“Force Majeure Event” has the meaning as set out in clause 15.

“Fraud Traffic” means any traffic generated through illegal means or in bad faith to defraud the AlphaTick Partners, regardless of whether or not it actually causes harm. Fraud Traffic includes, but is not limited to, spam, false advertising, deposits generated by stolen credit cards, credit card fraud and/or chargebacks, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate fee directly or indirectly with Prospective Clients or Traders, and any other unauthorized use of any third-party accounts, copyrights or trademarks.

“AlphaTick”, “AlphaTick Ltd.” or “Company” shall mean the following : AlphaTick Ltd. - AlphaTick Ltd. is an international business company incorporated in Saint Lucia under registration number: 2023-00062, and located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.;

“AlphaTick Partners”– means AlphaTick Ltd., operating under the trading name **AlphaTick**

“AlphaTick Partners Website” means partners.alphatickmarkets.com

“AlphaTick Products and Services” means all and any trading financial instruments offered by AlphaTick, including but not limited to contracts for-difference (“CFDs”) on foreign exchange, commodities, spot metals, shares, indices and on other and any other asset as stated on AlphaTick’s websites

“Intellectual Property Rights” means patents, rights on inventions, copyrights and related rights, moral rights, trademarks, trade names and domain names, website content, rights in design, and computer software, database right and other similar or equivalent rights whether registered or not.

“KPIs” shall mean the Key Performance Indicators based on the minimum amount of deposit(s) and volume traded by a Qualified Trader in his/her Account(s) as determined by each level within Appendix A.

“Level” means the category of CPA compensation based on the number of Active Traders.

“Licence” means any licence, permission, consent or other authorisation held by AlphaTick to provide the AlphaTick Products and Services.

“Links” means any hypertext links (either a banner or text link) obtained from “My Banners” & “Referral Links” sections available within the Introducer’s Portal that provide further access to AlphaTick’s webpage used to identify Introducer activities, including Active Clients introduced by the Introducer.

“Non-Qualified Trader” means any Trader who is not a Qualified Trader.

“Operative Agreements” means the agreements entered into by the Client and AlphaTick that govern all trading activity of the Client with AlphaTick. Operative Agreements consist of the legal documents found on the legal documents page of AlphaTick and may be amended from time to time.

“Promotional Material” means promotional, advertising, communication and educational materials that relate to AlphaTick, their products and services or relates to the introduction of a Prospective Client or a Transaction in an existing Client’s Account, and were provided to an Affiliate for the purpose of the present Agreement or made by an Affiliate with the prior written consent of AlphaTick. Promotional materials include, but is not limited to, published written texts, images, SMS, training materials, logos, banners, promo links,

trade names, trademarks, including, without limitation any promotional marketing giveaways and/or similar promotions.

“Prospective Client” means any person, whether an individual or a company who has been or is been referred by the Affiliate to the Company.

“Qualified Trader” means any Trader who meets during the Qualifying Period the KPIs as per Appendix A.

“Qualifying Period” means twelve calendar months from when a Client was referred to AlphaTick by the Affiliate.

“Trader” means an individual or a company, acting as a Client, who has registered through an Affiliate link, completed the AlphaTick registration procedure, has been approved by AlphaTick, has funded their Trader’s account and performed trading activity (i.e. opened or closed a position of at least 1 micro lot) within the Qualifying Period.

“Transaction” means any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Operative Agreements.

“USD” means US dollars.

“Written Notice” has the meaning set out in clause 8.

3. COMMENCEMENT

3.1 This Agreement commences from the date the Affiliate’s application is accepted and the Affiliate being granted access to the Affiliate Portal and continues unless terminated in accordance with this Agreement.

4. AFFILIATE’S PARTICIPATION CONDITIONS

4.1 In order for an Affiliate to be considered by AlphaTick Partners for participation in the Affiliate Program, the Affiliate must:

- a) complete and submit the online application/questionnaire and read and accept online the present Agreement.
- b) provide proof of identity documentation(s) such as government-issued proof of identity document i.e. passport, national identity card, or driver’s license, and proof of residential address prior to being accepted as an Affiliate and any other document or information required by AlphaTick Partners. If the Affiliate is a company or a legal entity, it must provide:
 - i. Copy of Certificate of Incorporation;
 - ii. Certificate of good standing or other proof of registered address of the company;
 - iii. Proof of identity and proof of address of directors;
 - iv. Proof of identity and proof of address of other authorised representatives in case he/she will deal with AlphaTick Partners and/or AlphaTick on behalf of the entity;
 - v. Proof of identity and proof of address of all ultimate beneficial owner/shareholders (25% or more) prior to being accepted as an Affiliate; and
 - vi. Any other document or information required by AlphaTick Partners.

4.2 The Affiliate represents that he or she has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his or her 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 hereby represents and warrants that he or she is authorized and lawfully able to bind that company to this Agreement and that the 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.

- 4.3 The Affiliate represents and warrants that it is qualified under any applicable law, regulation or directive to provide the Services or offer AlphaTick Products and Services and that all actions that will be performed by the Affiliate will comply with the applicable law, regulation and directive. 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.
- 4.4 AlphaTick Partners will assess the Affiliate's application in good faith and will notify the Affiliate of AlphaTick Partners 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.
- 4.5 Once the Affiliate's application has been accepted, the Affiliate will be granted access to the secure Affiliate Portal. From this Affiliate Portal, the Affiliate shall be able to access information with regards to the Affiliate's performance and commissions.
- 4.6 Where requested by AlphaTick Partners from time to time, the Affiliate must immediately provide to AlphaTick Partners sufficient proof of identity documentation and where applicable proof of address.
- 4.7 The Affiliate upon request by AlphaTick Partners or AlphaTick from time to time 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 AlphaTick Partners promptly in case of any changes.
- 4.8 The Affiliate upon commencement of this Agreement or as a request by AlphaTick Partners from time to time must immediately provide to AlphaTick Partners sufficient proof of ownership of an Affiliate's blog, website and/or social media profile.
- 4.9 The Affiliate will maintain in force all necessary registrations, authorizations, consents and licenses to enable it to provide the Services, fulfil its obligations under this Agreement and fully comply with all applicable laws, regulations and directives (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.
- 4.10 The Affiliate confirms and understands that it will not be entitled to receive any type of compensation when this results from or is in connection with the Affiliate's trading activity with AlphaTick.

To promote and market the AlphaTick Products and Services, the Affiliate must use only the Promotional Material provided by AlphaTickPartners or AlphaTick. In cases of Promotional Material being prepared by the Affiliate, the Affiliate will provide these Promotional Materials to AlphaTick and or/ AlphaTick Partners and will obtain the prior written approval of AlphaTick and or/ AlphaTick Partners before the use of such Promotional Materials. Once Promotional Materials which have been prepared by an Affiliate are submitted to AlphaTick Partners or AlphaTick for approval, they become the property of the entity to whom the Affiliate submits the Promotional Materials. Promotional Materials, including website landing pages and other materials prepared by an Affiliate in the performance of this Agreement, must only be used for the purposes set out in this Agreement, only after AlphaTick Partners or AlphaTick has granted written approval, and must contain the Affiliate's logo and a disclaimer that states the following:

- 4.11 All materials are prepared by the Affiliate and AlphaTick Ltd. (registration number: 2023-00062) (AlphaTick Partners)) and/or any entity that trades under the "AlphaTick "trademark, brand or logo, bear no responsibility regarding the provided information and/or materials. All claims should be addressed to the Affiliate. All rights of AlphaTick Partners and other entities that trade under the "AlphaTick " trademark, brand or logo are reserved and the "AlphaTick " trademark, brand or logo cannot be used without the prior written consent of AlphaTick Partners or the owners of those trademarks, brands or logos.
- 4.12 To perform the Services described in this Agreement, the Affiliate will bear all establishment and operational costs and expenses for any marketing, advertising and any other promotional or other activities relating to the Services.
- 4.13 The Affiliate's websites, blogs, social media profiles and/or any other websites associated with the Affiliate may be monitored or reviewed by AlphaTick Partners or AlphaTick 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; bit contains relevant Promotional Materials;
 - b) it does not breach Intellectual Property Rights and other proprietary rights of AlphaTick Partners;
 - c) the Promotional Material is clear, fair and not misleading; and
 - d) it complies with the provisions of this Agreement and with all applicable laws, regulations or directives.
- 4.14 The Affiliate will provide all necessary website raw data files and access to websites, blogs, social media profiles or any other websites associated with the Affiliate for the purposes set out in clause.
- 4.15 This shall include the accounts change history where necessary. Access will be provided within 24 hours of any request.
- 4.16 Any Promotional Material developed or created by AlphaTick and or/ AlphaTick Partners and placed or used by the Affiliate, is owned by AlphaTick and or/ AlphaTick Partners and, except for the purpose of this Agreement, must not be used by the Affiliate solely or in conjunction with any third party, without the prior written consent of the Company. AlphaTick and or/ AlphaTick Partners . The Company, AlphaTick can withdraw its approval of use of the Affiliate's Links or require from time to time that an Affiliate make changes to the placement of any Promotional Material to:
- a) Ensuring the Affiliate's website and/or social network have a link directing Prospective Clients to AlphaTick and or/ AlphaTick Partners websites;
 - b) Ensuring the Company's logo, brand name, banners or information is only provided to Prospective Clients with the prior written approval of AlphaTick and or/ AlphaTick Partners;
 - c) Ensuring the placement of the Promotional Material in an obvious location on the Affiliate's website and includes the name of the Company along with the name of AlphaTick and or/ AlphaTick Partners to be provided; or
 - d) Any other reason considered necessary by the Company, AlphaTick and or/ AlphaTick Partners.
- 4.17 While this Agreement is in force, the Affiliate must at all times act in good faith and must not make any false and/or misleading representations or statements with respect to AlphaTick Partners, AlphaTick , the Affiliate Program and/or AlphaTick products and Services and/or

engage in any other practice which may adversely affect the image, credibility or the reputation of AlphaTick Partners and/or AlphaTick.

4.18 The Affiliate undertakes not to take and/or assist and/or cause due to any act or omission, directly and/or indirectly to AlphaTick Partners and/or AlphaTick and/or AlphaTick Products and Services the following:

- a) using any website for unlawful activities, or having any content on his or her website, that is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material; and/or
- b) violating any intellectual property or other proprietary rights of any third party or has defamatory or harassing and deceitful or untruthful comments and statements about AlphaTick and or/ AlphaTick Partners activities and business; and/ or
- c) downloading or accessing software that potentially enables the diversion of commission from other Affiliates in this Affiliate Program.

4.19 Without prejudice to the foregoing, AlphaTick and or/ AlphaTick Partners will not be responsible and the Affiliate shall bear sole responsibility for any unlawful and/or illegal acts and/or omissions, including but not limited to, using another person's copyright material or other intellectual property in violation of any applicable laws, regulations, directives or any third-party rights.

4.20 AlphaTick Partners 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 AlphaTick and or/ AlphaTick Partners suspects 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 AlphaTick Partners terminates this Agreement because of a breach this clause, AlphaTick Partners will not be liable to the Affiliate for any commissions resulting from such fraud, breach or abuse detected and/or suspected.

4.21 The Affiliate acknowledges and accepts that it is prohibited from using the Promotional Material and/or any other information provided by AlphaTick and or/ AlphaTick Partners in order to encourage users of its websites, blogs or social media accounts or any Prospective Clients of AlphaTick to transfer or provide access to the Affiliate the Prospective Client's or Client's funds, permit the Affiliate to trade on behalf of the Prospective Client or offer in any way investment advisory services. AlphaTick and or/ AlphaTick Partners can monitor and seek verification from the Affiliate to ensure the Affiliate does not engage in any activities contemplated by this clause. If requested, the Affiliate agrees to any necessary monitoring and to provide and necessary verification within 24 hours of the request.

4.22 The Affiliate must not transmit to or in any way, whether directly or indirectly, expose AlphaTick and or/ AlphaTick Partners websites, content, platforms and property to any computer virus or other similarly harmful or malicious material, virus or device.

4.23 The Affiliate must not cause or assist by any act or omission in the creation or design of any website, which explicitly or impliedly resembles AlphaTick and or/ AlphaTick Partners websites and/or leads customers to believe the Affiliate is AlphaTick and or/ AlphaTick Partners or any other affiliated business.

- 4.24 The Affiliate will promptly inform AlphaTick Partners of any information or acts of a third party that has become known to the Affiliate that could potentially harm AlphaTick and or/ AlphaTick Partners and/or AlphaTick Products and Services and/or their reputation in any way and manner.
- 4.25 The Affiliate cannot use or register a domain name or utilize through any search engine activity within any territory, keywords, search terms or any other brand identifiers for its activities with the name of AlphaTick Partners or any other similar words or phrases which may be confused with the main brand of AlphaTick and or/ AlphaTick Partners without the prior written consent of the AlphaTick and or/ AlphaTick Partners.
- 4.26 AlphaTick Partners reserves the right to request that the Affiliate provide it, AlphaTick or any relevant authorities direct read-only access to an Affiliate's paid search account for the purposes of monitoring keyword activity and the change history of an account at any time. Where access is requested, it will be provided within 48 hours of such request. Access will be granted to AlphaTick Partners and/or the relevant authorities in relation to all relevant data, books and/or premises of the Affiliate.
- 4.27 Notwithstanding any other term of this Agreement, the Affiliate must not pursue, introduce or attempt to offer AlphaTick Products or Services to AlphaTick and or/ AlphaTick Partners Prospective Clients who are residents of jurisdictions to which AlphaTick and or/ AlphaTick Partners are not permitted to offer or provide AlphaTick Products and Services such as the USA, the Democratic Republic of Korea, Iran and any other restricted jurisdictions that are listed on the FAQ section of the AlphaTick website.
- 4.28 The Affiliate and its representatives will comply with applicable laws, regulations or directives in the provision of the Services.
- 4.29 Where an Affiliate breaches this Agreement including but not limited to clause 4.20, AlphaTick Partners will have the right to terminate this Agreement and inform Prospective Clients, Clients and Traders referred by the Affiliate of such termination.
- 4.30 AlphaTick Partners will have the right to maintain records of an Affiliate's activities and any Prospective Clients or Traders they have referred under this Agreement and the Affiliate will, at their own cost, provide such records and/or reports to AlphaTick and or/ AlphaTick Partners on a monthly basis or as otherwise agreed between AlphaTick and the Affiliate.
- 4.31 The Affiliate must establish, implement and maintain adequate contingency plans for disaster recovery and periodic testing of backup facilities, where this is necessary.
5. MONITORING, ATTESTATIONS AND AUDIT
- 5.1 AlphaTick Partners reserves the right to regularly monitor the Affiliate's activities to ensure compliance with this Agreement and any applicable laws, regulations and directives. AlphaTick and or/ AlphaTick Partners may request access to any websites, blogs, social media accounts or any other information, data or accounts, in whatever format, in connection with this Agreement. Where such a request is made, the Affiliate will provide all necessary information and access within 48 hours of the request.
- 5.2 AlphaTick and or/ AlphaTick Partners will have the right to direct the Affiliate to obtain and provide it with a report, prepared by a suitably qualified person as nominated by the AlphaTick and or/ AlphaTick Partners, regarding the Affiliate's compliance with this Agreement or any applicable laws, regulations and directives. The costs associated with the preparation of such a report will be borne solely by the Affiliate. The terms of any such review or audit must be agreed to by AlphaTick and or/ AlphaTick Partners.

5.3 Prior to the payment of any Compensation under clause 7, AlphaTick Partners may require the Affiliate to provide AlphaTick Partners with a signed attestation in the form required by AlphaTick Partners regarding the Affiliate's compliance with the Agreement and any applicable laws, regulations and directives.

6. COMPENSATION

6.1 The Affiliate's compensation is calculated and paid subject to the terms in Appendix A, which may be amended from time to time at AlphaTick's Partners absolute and sole discretion by giving at least 7 Business Days prior Written Notice via email. The Affiliate may terminate this Agreement if they do not agree to the changes in calculating compensation.

6.2 In addition to amounts payable in accordance with clauses 6.1, AlphaTick Partners may pay to the Affiliate a monthly bonus if the Affiliate meets the conditions in Appendix A.

6.3 Compensation will be paid monthly in arrears, subject to compliance by the Affiliate with the terms of this Agreement.

6.4 Compensation will be paid within 15 days of the end of each calendar month, provided that the Affiliate's commission balance is over USD 1,000. If the commission balance is less than USD 1,000 for a given month, the balance will be carried over and added to the commission entitlement for the following month. We reserve the right to void your commission entitlement and/or terminate this Agreement under clause 6 if your carried-over commission balance fails to reach USD 1,000 within 6 consecutive calendar months.

6.5 AlphaTick Partners will pay commissions to the Affiliate into the account registered by the Affiliate in the Affiliate Portal. The Affiliate acknowledges and agrees that it must at AlphaTick' Partners discretion, provide sufficient evidence to verify that the bank account or destination account is held under the Affiliate's name. AlphaTick Partners will not be liable for any delays if the Affiliate has not registered any account details, registered incorrect account details or failed to provide proof of bank account ownership.

6.6 Without prejudice to the foregoing, AlphaTick Partnerhas the right to do one or more of the following;

- a) not to pay to the Affiliate the Compensation under this clause;
- b) cancel or reverse any accrued commission entitlements;
- c) amend the terms of Appendix A and/or the terms of this Agreement;
- d) close any Affiliate account with immediate effect; and
- e) terminate the Agreement, if AlphaTick and or/ AlphaTick Partners is of the reasonable opinion that:
 - i. any of the transactions entered into or executed by the Trader under the Operative Agreements, are being opened and closed just for the benefit of earning compensation for the Affiliate (often referred to as "churning");
 - ii. the Affiliate has engaged in any form of abuse, market abuse or market manipulation;
 - iii. the Affiliate has acted dishonestly or not in good faith towards a Trader or a Prospective Client;
 - iv. the traffic referred by the Affiliate constitutes Fraud Traffic; or
 - v. the Affiliate has breached any term of this Agreement.

6.7 In the event that an Affiliate refers 5 or less Qualified Traders on any given month, AlphaTick Partnershas the right to deduct up to 50% of the commission benefit that the Affiliate is entitled to under this Agreement.

6.8 If churning occurs, AlphaTick Partners reserves the right to charge a fee to the Introducer equivalent to the amounts earned from churning.

6.9 The Introducer acknowledges it is not entitled to earn Introducer's compensation from trading on his/her own personal Trading Account.

6.10 Removal/Transfer of Traders:

Whereas a Trader has communicated to AlphaTick 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 AlphaTick Partners 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 AlphaTick and or/ AlphaTick Partners 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.

- a) In the event a Trader is transferred to another Affiliate during the Qualifying Period, AlphaTick Partners shall at its absolute discretion, determine whether any compensation regarding the Qualifying Period shall be paid and/or to which Affiliate.
- b) In the event of a transfer from one Affiliate to another, the Qualifying Period shall not recommence.
- c) Where AlphaTick and or/ AlphaTick Partners 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, AlphaTick Partners 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.

7. WRITTEN NOTICE

7.1 Unless the contrary is specifically provided in this Agreement, any Written Notice under this Agreement may be made or given by any of the following means:

- a) email;
- b) published on the AlphaTick Partners Website, or within the Affiliate Portal.

7.2 The Affiliate warrants that all contact information disclosed to the Company or AlphaTick Partners in accordance with this Agreement is true, correct and accurate. Any attempt by the Company or AlphaTick Partners to contact the Affiliate unsuccessfully due to incorrect communication information provided (e.g., postal address, email address or fax numbers) by the Affiliate, may result in the immediate suspension and/or termination of the Agreement by AlphaTick Partners.

7.3 Any Written Notice is deemed to have been served:

- a) if sent by email, within one hour after emailing it; or
- b) if published on the AlphaTick Partners websites or within the Affiliate Portal, within one hour after it has been posted.

8. AMENDMENT AND TERMINATION

8.1 The Affiliate acknowledges that AlphaTick and or/ AlphaTick Partners has the unilateral right to modify the terms of this Agreement including any Addendum or Appendices by giving the Affiliate at least 3 Business Days Written Notice.

- 8.2 The Affiliate may terminate this Agreement with immediate effect by giving Written Notice to AlphaTick Partners.
- 8.3 AlphaTick Partners may terminate this Agreement with immediate effect by giving a Written Notice to the Affiliate.
- 8.4 Upon termination of the Agreement, the Affiliate is obliged to return to AlphaTick and or/ AlphaTick Partners any Promotional Material and the Affiliate will withdraw such Promotional Material.
- 8.5 Termination of this Agreement will have the effect of cancelling any accrued commission benefits with immediate effect. Any such termination, however, will not affect any existing legal rights and obligations under this Agreement which have arisen prior to termination.

9. LIMITATIONS OF LIABILITY AND INDEMNITY

- 9.1 To the extent permitted at law, AlphaTick and or/ AlphaTick Partners will not be liable to the Affiliate with respect to this Agreement in contract, negligence, tort, strict liability, or any other legal or equitable principles for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits or lost business) even if AlphaTick Partners has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Agreement, in no event will AlphaTick Partners cumulative liability to the Affiliate arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort or any other legal or equitable principles, exceed the Compensation payable to the Affiliate under this Agreement.
- 9.2 AlphaTick Partners makes no express or implied representations or warranties regarding AlphaTick' Partners service and website or the products or services provided therein, any implied warranties of AlphaTick Partners ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, AlphaTickPartners makes no representation that the operation of AlphaTick Partners site shall be uninterrupted or error-free, and we shall not be liable for the consequences of any interruptions or errors.
- 9.3 The Affiliate hereby agrees to indemnify and hold harmless AlphaTick Partners , their subsidiaries and Affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners, against (i) any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of the breach of the Terms and Conditions of the present Agreement and/or are based on any claim of AlphaTick' Partners use of the Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein, or (iii) any claim related to the Affiliate's site, including, without limitation, content therein not attributable to AlphaTick Partners.

10. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

- 10.1 AlphaTick Partners may process, use, store or otherwise process personal information provided by the Affiliate.
- 10.2 By entering into this Agreement, the Affiliate hereby consents to the transmittal and/or processing of the Affiliate's personal data within and/or outside the European Economic Area.

10.3 The Affiliate agrees that AlphaTick Partners may pass information about the Affiliate which the Affiliate has provided to AlphaTick Partners and/or to third parties in order to assist the Company and AlphaTick Partners to process and/or analyse the relevant information as a part of AlphaTick Partners fulfilling its obligations under this Agreement. Should the Affiliate be unwilling for the Company and/or AlphaTick Partners 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 AlphaTick Partners Written Notice.

10.4 Such personal data may also be used for marketing purposes, or to conduct research for AlphaTick Partners or other companies in its group that may use the personal data to bring to the attention of the Affiliate products and services that may be of interest to the Affiliate. If the Affiliate does not wish the Affiliate's personal data to be held for such purposes, the Affiliate will give AlphaTick Partners Written Notice.

10.5 Telephone conversations and/or electronic communications between the Affiliate and the AlphaTick shall be recorded and/or monitored and/or processed by AlphaTick Partners. The Affiliate, by entering into this Agreement, expressly consents to AlphaTick Partners recording and/or processing these telephone conversations and/or electronic communications. All instructions received by telephone shall be binding as if received in writing. Any recordings shall be and remain the sole property of the AlphaTick Partners and shall be accepted by the Affiliate as conclusive evidence of the instructions or conversations so recorded. The Affiliate agrees that AlphaTick Partners may deliver copies of transcripts of such recordings to any court, regulatory or government authority. A copy of the records kept in accordance with this Clause shall be provided to the Affiliate upon request and shall be kept for a period of five years and, where requested by any competent authority, for a period of up to seven years from the date of creation of the record.

12. CONSENT TO DIRECT CONTACT

12.1 The Affiliate expressly invites AlphaTick Partners, for the purposes of administering the terms of this Agreement or otherwise marketing AlphaTick Products and Services, from time to time, to make direct contact with the Affiliate by telephone, fax or otherwise.

12.2 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. CONFIDENTIALITY

13.1 All confidential information, including but not limited to, any business, technical, financial, and customer information disclosed by AlphaTick Partners Or AlphaTick acquired by the Affiliate during negotiation or the effective term of this Agreement, shall remain the sole property of AlphaTick Partners. Without prejudice to the foregoing, information of confidential nature shall be treated as such provided that such information is not already in the public domain. Information of a confidential nature shall only be disclosed to any person other than an associated entity of AlphaTick Partners, in the following circumstances:

- a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over AlphaTick Partners or the Affiliate;
- b) to investigate or prevent fraud or other illegal activity;
- c) if it is in the public interest to disclose such information;
- d) as provided in the Operative Agreements of the Company and AlphaTick Partners.

13.2 The rights granted by this section of the Agreement will be in accordance to AlphaTick Partners or the Company's Privacy Policy available on the website and in line with any applicable legislation and/or regulation pertaining to data protection.

14. PROPRIETARY RIGHTS

14.1 AlphaTick Partners grants to the Affiliate, for the duration of this Agreement, a nonexclusive, non-transferable, revocable right to access the AlphaTick Partners site through the Link solely in accordance with the terms of this Agreement. This license shall be used solely in connection with the Link, and it shall extend exclusively to Promotional Material, for the sole purpose of introducing Traders and/or promoting and/or advertising AlphaTick Products and Services.

14.2 The Affiliate shall not use any AlphaTick Partners Promotional Materials or proprietary materials or other intellectual property in any manner that is disparaging, misleading, obscene, or in any way detrimental to AlphaTick Partners.

14.3 AlphaTick Partners reserves all of its rights in the materials provided and all of its other proprietary rights.

14.4 AlphaTick Partners shall be entitled to revoke this license to use the Link or the Promotional Materials at any time and at its sole discretion.

14.5 Any inappropriate use of the Link, text, banners, trademarks, trade names, service marks and other intellectual property or other advertisements not expressly approved of in writing or provided by AlphaTick Partners may cause immediate termination of this Agreement.

14.6 In the event of termination of this Agreement for any reason, the Affiliate shall promptly surrender, and deliver to AlphaTick Partners any proprietary and/or Promotional Materials.

14.7 The Affiliate agrees to indemnify the Company and AlphaTick Partners and keep the indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services supplied by the Affiliate to AlphaTick Partners during the course of this Agreement.

14.8 Except as permitted herein, the Affiliate will not and is not authorized to (i) use the "AlphaTick" trademark, name or any of AlphaTick's Partners and/or AlphaTick other intellectual property (or any variations or misspellings thereof or other term or terms confusingly similar to any of the foregoing) (all of the foregoing, including without limitation, the "links" and the "licensed materials" of AlphaTick and/or AlphaTick Partners, without AlphaTick Partners' express prior written permission; (ii) use of AlphaTick's and/or AlphaTick Partners IP address in a domain or website name, in any bids for keywords or google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), in any metatags, google AdWords (or similar programs at other search engines), key words, advertising, search terms, code, or otherwise; (iii) cause or create or act in any way that causes or creates or could cause or create any "initial interest confusion" over the use of AlphaTick's and/or AlphaTick Partners IP on the internet or in any search engine advertising.

14.9 Such use of AlphaTick's and/or AlphaTick Partners IP rights in any manner, other than as expressly permitted herein (in addition to being a breach of this agreement) shall constitute an unlawful infringement of AlphaTick's and/or AlphaTick Partners trademarks, copyrights or other intellectual property rights, and may subject the Affiliate to claims for damages (including without limitation, treble damages for knowing or willful infringement), and the obligation to pay any legal fees and costs in connection with any action or proceeding in which AlphaTick

and/or AlphaTick Partners seek to enforce their rights under this agreement or with regard to any of our intellectual property rights.

14.10 The Affiliate is hereby deprived of any right to use “AlphaTick ” as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorized usage of “AlphaTick ” for personal needs and not related to this Agreement. Also, it is prohibited without AlphaTick Partners and/or the Company’s written approval to use AlphaTick ’s registered trademarks, trade names, service mark, copyright, license, intellectual property, and other proprietary information.

15. FORCE MAJEURE

15.1 AlphaTick Partners shall not be liable for the non-performance or improper performance of its obligations under this Agreement, should AlphaTick Partners be prevented from or is unable to do so due to a Force Majeure Event.

15.2 A Force Majeure Event is defined to include (but is not limited to) any Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; Labour disputes not including disputes involving the Company’s workforce; discontinuance or suspension of the operation of any market; failure of communication for any reason with market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the trading platform(s); Any other extreme event beyond the reasonable control of the Company which may suddenly or drastically affect the prices in any underlying asset / market as well as any other event, act and/or circumstances that shall have direct effect in the regulated markets and which, including, without limitation, any illegitimate actions against, not reasonably within the AlphaTick’s Partners reasonable control, and the effect of that event(s) is such that AlphaTick Partners is not in a position to take any reasonable action to prevent.

15.3 If AlphaTick Partners determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) AlphaTick Partners may without prior Written Notice and at any time take or omit to take all such actions as AlphaTick Partners deem to be reasonably appropriate in these circumstances.

16. DISPUTE RESOLUTION

16.1 The parties further agree that they will use the following procedure to identify and resolve disputes between them:

- a) either party may identify a dispute by sending a dispute notice to the other party in accordance with clause 8;
- b) following the receipt of a dispute notice by a party to this Agreement (“Dispute Date”), the parties will consult in good faith in an attempt to resolve the dispute in a timely manner, including without limitation, by exchanging any relevant information and by identifying and using any agreed process which can be applied to the subject of the dispute or, where no such agreed process exists or the parties agree that such agreed process would be unsuitable, determining and applying a resolution method for the dispute; and
- c) with respect to any dispute that is not resolved within 5 Business Days of the Dispute Date, refer issues internally to appropriate senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under (b) immediately above (including actions under any agreed process identified and used under (b) immediately

above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any agreed process).

17. MISCELLANEOUS

- 17.1 In the event that a situation arises, that is not covered under this Agreement, AlphaTick Partners will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 17.2 No single or partial exercise of, or failure, or delay in exercising any right, power, or remedy (under these terms or at law) by AlphaTick Partners shall constitute a waiver by AlphaTick Partners of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under this Agreement or at law.
- 17.3 Any liability of the Affiliate to AlphaTick Partners under this Agreement may in whole or in part be released, compounded, compromised or postponed by AlphaTick Partners in their absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by AlphaTick Partners of a breach of any of the terms of this Agreement or of default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by AlphaTick Partners of a breach of any of the terms of this Agreement or a default under these terms shall not prevent AlphaTick Partners from subsequently requiring compliance with the waived obligation.
- 17.4 The rights and remedies provided to AlphaTick Partners under this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 17.5 Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and AlphaTick Partners.
- 17.6 The Affiliate shall not represent itself as an agent of AlphaTick Partners and/or the company and the Affiliate shall have no authority or power to bind AlphaTick Partners and/or the company to contract in the name of or create a liability against any of these.
- 17.7 The Affiliate agrees to inform AlphaTick Partners and/or the company about all facts and circumstances, he/she becomes aware of, that may result in undesired consequences (risks) for the Company.
- 17.8 The Affiliate agrees that AlphaTick Partners can assign, novate or transfer the benefit and burden of this Agreement to a third party in whole or in part, provided that such third party agrees to abide by the terms of this Agreement. Such assignment, novation or transfer will come into effect 10 Business Days following the day the Affiliate is deemed to have received Written Notice of the assignment, novation or transfer in accordance with this Agreement.
- 17.9 The Affiliate may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Affiliate's rights or obligations under this Agreement without the prior written consent of AlphaTick Partners and any purported assignment, charge or transfer in violation of this term shall be void.
- 17.10 If any term of this Agreement (or any part of the term) shall be held by the courts in Saint Lucia to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

- 17.11 This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia whereas with respect to any proceedings, the Affiliate irrevocably agrees that the courts of Saint Lucia shall have exclusive jurisdiction to determine any proceedings.
- 17.12 This Agreement and any Addendums and Appendices referred to in it, constitute the entire agreement between parties and supersede all other agreements or arrangements, whether written or oral, express, or implied, between Parties or either of them.
- 17.13 The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 17.14 Where this Agreement is issued in a language other than English, the English language version shall take precedence in the event of any conflict.

APPENDIX A - COMPENSATION

COUNTRY TIERS	CPA CONDITIONS	MONTHLY QUALIFIED ACCOUNT		CPA
TIER 1				
Germany, Denmark, Switzerland, Estonia, Ireland, Italy, Lithuania, France, Finland, Norway, Netherlands, Sweden, Austria, New Zealand, Portugal, United Kingdom	- Minimum deposit of \$500 - 2 Standard FX, OIL, GOLD, BTCUSD, or ETHUSD Lots Traded	01 – 29		CPA \$ 600
		30 – 49	+\$ 3000	CPA \$ 600 monthly bonus
		50+	+\$ 10000	CPA \$ 600 monthly bonus
TIER 2				
Argentina, Brazil, Chile, Columbia, Hong Kong, Hungary, Malaysia, Mexico, Peru	- Minimum deposit of \$500 - 2 Standard FX, OIL, GOLD, BTCUSD, or ETHUSD Lots Traded	01 – 29		CPA \$ 400
		30 – 49	+\$ 3000	CPA \$ 400 monthly bonus
		50+	+\$ 10000	CPA \$ 400 monthly bonus
TIER 3				
Costa Rica, Czech Republic, Dominican Republic, Ecuador, Guatemala, Panama, Slovak Republic, Taiwan, Thailand, Uruguay	- Minimum deposit of \$500 - 2 Standard FX, OIL, GOLD, BTCUSD, or ETHUSD Lots Traded	01 – 29		CPA \$ 300
		30 – 49	+\$ 3000	CPA \$ 300 monthly bonus ³
		50+	+\$ 10000	CPA \$ 300 ³ monthly bonus
Other Countries	- Minimum deposit of \$500 - 2 Standard FX, OIL, GOLD, BTCUSD, or ETHUSD Lots Traded	-		CPA \$ 100

Important Notes:

1. All amounts referred to are in United States Dollars (USD), unless stated otherwise.
2. The standard size for 01 FX lot is 100,000 units of currency.
3. The monthly bonus will ONLY be paid if:

- a) the number of Qualified Traders in a given month is equal or greater than the minimum referred Qualified Trader; and
- b) the Net Deposits for that month generated by those Qualified Traders is at least 2.5 times (2.5x) the accrued CPA payment for that month. Net Deposits means the difference between total deposits and total withdrawals in the Qualified Trader's Account.

Executed by the Affiliate

Signature: _____

Affiliate name: _____

Date: _____