

## Affiliate Terms and Conditions

### 1. Grant of Rights

Under this Agreement, the Company grants its Affiliate Partner the non-exclusive, non-transferable right to market LMFx (the Company) and other trading services with a view to direct potential customers to use the Company's Trading Services in accordance with the terms and conditions of this Agreement.

To avoid any doubts, this does NOT include or authorize the use of trademarks, trade secrets or intellectual property of the Company, which always remains the unique and exclusive property of the Company.

To open an account, the Agent must fill in the registration form on the Company's website in the "Partnership" section.

The application will be examined within 3 business days and one of our account managers will contact you (the Agent) to discuss all cooperation details. Your KYC documents will be requested for the account to be activated. Without submission of the required KYC documents you will not be able to complete the application form to participate in the Affiliate/Partner program.

After the registration confirmation and receipt of the required KYC documents (proof of address and proof of legal existence), the Agent's Account will be activated. An activation notification, including all necessary logins to the Affiliate Account, will be sent to the Partner's e-mail which was specified during the registration procedure. After the Agent account activation, the Agent will be provided with an account at the Company's trade servers for the Agent fee charging.

A Client is considered to be brought by a Partner, when opening a trading account with the Company using the link(s) available in the Partner's information resources. Neither a Partner, nor his relatives or any Partner's affiliated entities may act as a referral. Only in special cases will the Company allow for relatives to be considered as revenue generating clients for the Affiliate with a reduced commission in such instances to 3 USD per 1 standard Lot. Partners wishing to place their own account as a referral will be obliged to bring at least ten (10) active Clients to the Company in order to be allowed to do so.

The transfer of one Client from one referral group to another is not possible. Clients, who want to change their IBs for any reason must open a new Account with no trading history.

Off line Agents are requested to present :

**a)** Account Number, Full Name of the Account Holder and his email to be able to add them under their Affiliate ID. The Company may from time to time also request

additional proof of ID or address, directly from the Affiliate. In the event that this is not returned or a valid explanation is not given, the Company has the right not to place the Client under the Affiliate ID.

**b)** In case that there arises a conflict between two Affiliates and a respective Client, the Company will request the documentary evidence from the Affiliate, proving that the Client should be under their affiliate ID. In the event that neither of the affiliates will obtain such documentary evidence, the Company will place the Client as it sees fit.

Agents without any activity on their accounts for a period of 90 (ninety) days will be eliminated from the system. Any Clients placed beneath an affiliate who have not traded for a period of 90 (ninety) days will be disabled and withheld from the affiliates account.

The Affiliate/Partner commission is paid once the Partner/Affiliate has referred at least one (1) active Client to the Company.

## **2. LMFx Affiliates Partner (Partner) Declaration & Obligations**

The LMFx Affiliates Partner herewith pledges to:

**a)** Promote and market the Company's Trading Services, using its best efforts and dedicate sensible amounts of time, personnel and resources to it.

**b)** Conduct themselves, in all aspects of their business conduct, with and in accordance of all applicable laws, regulations and approvals, in a professional manner in accordance with industry standards in order not to cause disrepute to Company Affiliates. In the event that the Company name is brought into disrepute or requested to submit documentation, the Compliance team will review such formal requests and if necessary present such information.

**c)** Comply with and act in accordance to the Company's Terms and Conditions and other policies of the Company relating to the trading services and marketing.

**d)** Assure that all promotional material is of a type and character, and is spread in a way, that will not cause disrepute or harm to the Company and comply with all applicable laws and regulations, including anti-spam laws and regulations.

**e)** not send any e-mail regarding the Company or its services:

(i) to any individual or entity that has not requested such information or

(ii) to any type of "Safe List" or through any type of "Safe List" service or

(iii) as part of a confirmation or thank you letter, as a result of a posting to a classified advertisement website or a "Free for All Links" website

**f)** always include the "unsubscribe" option in the e-mails regarding the Company and its services.

If, in the Company's opinion, any promotional material (content or method of use) does not comply with its standard, straight upon that notice the Partner will stop use of such materials or manner of use. The Partner undertakes to comply with all instructions received from the Company regarding the content, nature and location of any advertising campaigns or materials.

**g)** Not to use the name of the Company in any promotional materials or otherwise, without obtaining the prior written approval of the Company related to the general type of such materials and not to spread such materials in any manner or forum, which may be abusive or which may cause damage to the Company or violates any intellectual property or other rights of any third party. In addition, the Partner must not involve in any fax, broadcast or telemarketing with respect to the Company or its services.

The Partner personnel must not create, disseminate or use any promotional material that:

(i) is likely to deceive the public

(ii) contains any misstatement of fact or a statement of fact that makes the promotional material misleading

(iii) informs about the possibility of profit without informing also about the risk of loss

(iv) includes any reference to actual past trading profits without mentioning that past results are not necessarily indicative of future results or includes any specific numerical or statistic information about the past performance of any actual accounts (including rate of return) unless such information is and can be demonstrated to be representative of the actual performance for the same time period of all reasonably comparable accounts

(vi) the Partner is not allowed to use or copy any elements from the Company's website and any of its elements (including full or partial content or structure duplicates) or the logotype without the Company's written consent.

**h)** Not to present itself as an agent of the Company in any manner, not attempt to bind the Company in any manner and not to use any trademarks or signs of the Company without prior written consent of the Company.

**i)** The Company reserves the right to annul any Partners' commission and remove all the accounts under his affiliate code without prior notice, in case of use of search requests containing the keyword 'Imfx' and any variants of its spelling, including similar words in other languages as a way of Client attraction.

**j)** Compensate the Company for any loss or expense (including attorney fees) originated as a result of the Partner's failure to meet the obligations of any terms of this Agreement, the Partner's neglect or malpractice, or any warranty, representation, indemnity or guarantee relating to the Company granted by the Partner to any customer or other third party.

**k)** All costs of the Partner related to its duties hereunder shall be borne only by the Partner and the Company will under no circumstances participate in such costs, unless otherwise agreed in writing between the Parties.

**l)** To keep confidential, not disclose, except for the benefit of the Company, at any time during this agreement or subsequent any trade secrets, techniques, marketing ideas, know how, plans, concepts, data, customer lists, prospective customer lists, names and addresses and other information regarding customers and prospective customers, and any other subject matter pertaining to the Company, its clients, or customers which the Partner may use or otherwise obtain during its relationship with the Company. To return upon termination of this Agreement any materials or data received from the Company.

**m)** The Partner recognizes that all Clients introduced to the Company by the Partner are the Company's customers and except as provided in this document, any information about these customers are the exclusive and unique property of the Company. Upon expiry of this Agreement the customers will remain the Company's customers.

### **3. Remuneration**

The Partner will receive payment as per the Commission Structure. This structure is available on the Company's website in the "Partnership" section. All payments will be due and payable in United States Dollars (USD). Unless otherwise agreed between the Parties in writing, payments will be made twice a month, after the 15<sup>th</sup> day of the month and after the 1st day of the following month. The payment may take up to three days to process into your Affiliate account. Before contacting your affiliate manager with questions regarding your payments please wait 3 business days after the payment days.

The commission remuneration can be removed and the Client may be excluded from the Partner group in the event that we have reason to believe that the Client is acting against the Company and trying to manipulate general regulations, the bonus system or competition rules.

In the case that Partner's Client trading activity is recognized as suspicious for generating commission, the Company has the right to retain the Partners commission generated for the time period of 7 (seven) months. The Company also reserves the right to block the Partner and Partner's Clients after refunding existing or all initial funds that are left in their trading accounts.

In case that commissions are overpaid or are paid in error due to a system failure or human factor, the Company has the right to subtract this amount from the Client's account immediately and without prior notice. In the event that funds in the Client's account are insufficient to cover this amount, the Company will set the amount owed against future payments from the Client's account until such time that the amount has been paid in full.

If the open price from the close price of a trade does not exceed 5 pips, the Company has the right to not pay commissions that arise from such deals. Trades opened for less than one minute will be subject to a 50% reduction of the affiliate commission.

In the event that the total amount of the Partner's commission from a trading account exceeds 60% of total deposits for this account, the Company has the right to reduce the total amount of commissions in order to comply with 60% of net deposits.

The company will not pay to Partner commission on any deals where the margin arises from the bonus funds.

Any account opened under the PAMM system will only be qualified to receive a maximum of USD \$3 per lot Affiliate Commission

In the event that a referred Client's archived MT4 trading account is subsequently restored, the Affiliate's Reference ID will not be automatically applied.

Assignment of the account back to the Affiliates Reference ID can be requested via email to [affiliates@lmax.com](mailto:affiliates@lmax.com).

The 25% Sub-Affiliate Commission can only be paid from Affiliate Client accounts to which the 60% Revenue Share program has been applied. If a Client's account is subject to any other program (other than 60% Revenue Share), the sub affiliate commission will not be paid.

#### **4. Term and Termination**

The duration of this Agreement starts on the Effective Date and will stay in effect unless it is terminated earlier in accordance with these Terms and Conditions.

Either Party may terminate this Agreement if the other Party violates this Agreement. Or, if the other Party becomes the subject of a voluntary or involuntary proceeding concerning insolvency, receivership, liquidation, or composition for the benefit of creditors.

Either Party may terminate this Agreement for convenience following a ten (10) days notice period according to a written notice.

Each Party will pay its own tax and duties.

It is the Partner's responsibility to link the Partner ID with Traders making use of the Trading Services by using Tags provided by the Company or otherwise informing the Company in writing as to its Traders ID.

It is the Company's unique responsibility and obligation to track the activity of its Traders and all traffic associated with the Partner's ID to fulfill its obligations under this Agreement in full.

Throughout the Term the Company will provide the Partner with an online reporting tools as it sees necessary.

Each Party confirms that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and any other agreements which may be required according to this Agreement.

## **5. Limitation of Liability**

Under any circumstances the Company will not be liable to the Partner, to the Partner's Traders and/or any third party engaging directly or indirectly with Company's trading services.

No party will be eligible to require from the Company any incidental, consequential, indirect, special or punitive damages (including without limitations damages for loss of business, loss of profits or loss of use), whether based on contract, tort, negligence, or any other action related to Company's trading services or otherwise relating to this Agreement, even if either Party has been informed and/or should have known of the possibility of such damages.

At all time the Company's liability to the Partner under this Agreement for any reason will be limited to the amounts paid to the Partner by the Company during the previous month preceding the event.

This limitation applies to all causes of actions, including, but not limited to the violation of contract, breach of warranty, neglect, strict liability, misrepresentation and other offenses.

## **6. Notices**

Any notice required or permitted to be dispatched under this Agreement must be in writing and sent by email to the following email: [affiliates@lmfx.com](mailto:affiliates@lmfx.com) for the Company and to the email provided by the Partner in the original application.

## **7. Parties Relationship**

The Partner and the Company are independent entities. There is no agency, employment, joint venture or partnership relationship between the Parties nor created by this Agreement. Neither party has any right to act on behalf of the other or represent such right or authority unless presented in this Agreement or any other written authorization.

## **8. Agreement**

This Agreement covers the entire agreement between the Parties and invalidates any and all previous agreements, both oral and written between the Parties. No addendum or modification of any part of this Agreement will be valid unless set forth in a written instrument signed by each of the Parties.

## **9. Governing Law and Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of the Republic of Macedonia without regard to conflict of laws. Exclusive jurisdiction in any action or proceeding arising out of or relating to this Agreement and Appendices will be placed in the relevant courts residing in Republic of Macedonia ("Jurisdiction Courts"). Either Parties herewith irrevocably and unconditionally waive, to the fullest extent, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Jurisdiction Court, and waive, to the fullest extent permitted by law, the defense of an inappropriate forum to the maintenance of such action or proceeding in any such Jurisdiction Court.

In case there is any dispute deriving out of or in connection with fulfilling the Agreement, the Parties are obliged to do their best to solve such situations by means of negotiations.

Before an action can be instituted in the court, the Parties shall observe The Mandatory Claimant's Procedure. The claim shall be delivered by the injured Party within five (5) days from the time this Party knew or should have known of the fact that its rights were breached.

Claims regarding lost profit will not be considered. All claims must be sent by e-mail to the address: [affiliates@lmfx.com](mailto:affiliates@lmfx.com). The Partner's claim will be examined within ten (10) business days.

The Company reserves the right to not pay commission on trades where the difference between the open and close price is less than the Limit and Stop Levels. To view the Limit and Stop levels for every instrument please visit the Company's website section "Trading".

Withdrawals via bank transfer are available only for amounts exceeding \$250. Withdrawals using any other payment methods are possible only when commission exceeds \$100.

## **11. Payments**

On Fixed Accounts the maximum affiliate commission is 0.6 per Standard Lot Traded (round turn).

On Zero Spread Accounts the affiliate commission is 3 USD per 1 Standard Lot traded.

In the case that a credit card chargeback is submitted by a trading account, all affiliate commissions generated by the respective account will be cancelled. If the chargeback occurs after the commission payment date, commissions will be extracted historically.

When increased partner commission is applied, it is used for Forex Instruments only, unless agreed otherwise.

The Company has the right to decrease the Partner's commission at any time. If this happens, the Company must notify the Partner before such modification.

The Company reserves the right to annul any Partner agreement in case there is a violation of any of the above terms. The Company can update the above terms at any given time, without prior notice.