

SpartanForex Affiliate Partners Agreement

The following terms and conditions apply to all Affiliate Partners of SpartanForex.

By submitting the application form or linking to any of SpartanForex's websites or otherwise referring clients to SpartanForex with the intent to receive compensation therefore, you are deemed to have read and agreed to be bound to the terms and conditions set out in this agreement.

This Affiliate Partner Agreement ("Agreement") is made by and between Spartan Management Limited ("SpartanForex"), and the person or entity hereby registered to be an Affiliate Partner ("Affiliate Partner"). This Agreement shall govern the terms and conditions pursuant to which Affiliate Partner shall promote and market the SpartanForex Trading Platform (as defined below).

1.) DEFINITIONS

1.1.) *Acquisition*. Shall mean a monetary transaction made by a Lead who opens a real trading account, deposits money, and creates transactions or trades on the SpartanForex platform.

1.2.) *Affiliate Partner*. Shall mean anyone that receives compensation for referring customers to SpartanForex and has been accepted by SpartanForex, in its sole and absolute discretion as an Affiliate Partner.

1.3.) *Creative*. Shall mean any marketing and/or promotional materials relating to SpartanForex that are provided by SpartanFX to the Affiliate Partner as deemed necessary or appropriate by SpartanForex.

1.4.) *Confidential Information*. Shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary.

1.5.) *SpartanForex Trading Platform* refers to the software platform downloadable and/or any non-downloadable platform on any of SpartanForex's websites.

1.6.) *Lead*. Any unique user that has downloaded and registered for an account on the SpartanForex Trading Platform introduced by an Affiliate Partner that actively promotes the Platform. Registration must be for a demo or real account. For the purposes of this agreement a unique user shall only be recognised for one account per user and/or one account per household.

1.7.) *Malware and Spyware*. Relates to the use of pop-up banners that hide banners that are displayed on a website, the placement of icons beside keywords found in text that if clicked will take the visitor to another website, and other similar practices.

1.8.) *Names and Trademarks*. Any names and/or trademarks or any other protected marks associated with SpartanForex.

1.9.) *Opt-in List*. An "opt-in" email address is a list of emails where the individuals on the list have expressly elected to receive emails from Affiliate Partner.

1.10.) *Prospective Affiliates*. Any other marketing organisations and/or website owners and/or operators that may be Potential Affiliates of SpartanForex.

1.11.) *Related Entity[ies]*. Any entity that, directly or indirectly, controls, is controlled by, or is under common control with, SpartanForex; where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

1.12.) *Territory*. Any area, location, territory or jurisdiction as defined by SpartanForex from time to time and subject to the terms of use of the SpartanForex Platform.

1.13.) *Websites*. Any SpartanForex Trading Platform on websites that are managed by an Affiliate Partner that currently have or will have a marketing arrangement with SpartanForex.

2.) RESPONSIBILITIES OF AFFILIATE

2.1.) *Activities*. The Affiliate Partner will use its best efforts to (a) promote and market the Websites, and (b) identify prospective Leads for SpartanForex. In no event shall Affiliate Partner engage in any marketing or promotional activity related to SpartanForex in any area, location, territory or jurisdiction outside of the Territory as defined by SpartanForex from time to time. Affiliate Partner shall bear all costs and expenses for such activities unless otherwise determined by SpartanForex, in its sole discretion.

2.2.) *Creative*. Creative will be provided by SpartanForex. SpartanForex will provide Affiliate Partner with copies of or access to Creative. The Creative is provided “AS IS” AND WITHOUT WARRANTY of any kind. In the event that Affiliate Partner uses its own Creative, it must first seek SpartanForex’s approval for the use thereof.

2.3.) *Use of Creative*. Affiliate Partner may display Creative on the Websites solely for the purpose of marketing and promoting SpartanForex and SpartanForex Related Entities during the term of this Agreement, or until such earlier time as SpartanForex may, upon reasonable prior notice, instruct Affiliate Partner to cease displaying the Creative. Affiliate Partner may not alter, amend, adapt or translate the Creative without SpartanForex’s prior express written consent. Nothing contained in any Creative shall in any way be deemed a representation or warranty of SpartanForex or any SpartanForex Related Entity.

2.4.) *Email Internet Marketing*. In no event shall Affiliate Partner engage in any email marketing or promotion with respect to SpartanForex or any SpartanForex Related Entity except as expressly set forth in this Agreement. In the event that Affiliate Partner has an Opt In List, Affiliate Partner may make a written request to SpartanForex to send emails regarding the offering of SpartanForex and SpartanForex Related Entities to the individuals on the Opt-in List. In the event SpartanForex approves such request, Affiliate Partner shall comply with all applicable laws, rules, regulations, and directives, including but not limited to those relating to email marketing and “spamming”. Without limiting the generality of the foregoing, Affiliate Partner shall (a) not send any email regarding SpartanForex and/or SpartanForex Related Entities to any individual or entity that has not requested such information (b) always include “unsubscribe” information in any email regarding SpartanForex or SpartanForex Related Entities and/or the SpartanForex platform.

2.5.) *Unauthorized & Prohibited Marketing Activities*. In addition to the restrictions of Section 2.4 above, Affiliate Partner shall not (a) engage in any fax, broadcast, or telemarketing and any other offline marketing methods with respect to SpartanForex or SpartanForex Related Entities and/or the SpartanForex Platform, (b) use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to SpartanForex or SpartanForex

Related Entities and/or to the SpartanForex Trading Platform, (c) make any false, misleading or disparaging representations or statements with respect to SpartanForex, SpartanForex Related Entities, or the SpartanForex Trading platform or (d) engage in any other practices which may affect adversely the credibility or reputation of SpartanForex, SpartanForex Related Entities, or the SpartanForex Trading platform, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.

2.6.) *Compliance with Laws.* In addition to, and without limiting the provisions of this Agreement, Affiliate Partner shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

2.7.) *Affiliate Duty to Inform.* Affiliate Partner shall promptly inform SpartanForex of any information known to Affiliate Partner related to any Leads or Prospective Affiliates that could reasonably lead to a claim, demand or liability of or against SpartanForex and/or the SpartanForex Related Entities by any third party.

3.) FEES & PAYMENTS

Affiliate Partner shall be entitled to receive the Fees as set forth in Schedule 1 attached hereto (the "Fees" and/or the "Affiliate Fees". The Fees shall be due on the fifteenth day of each month for the previous calendar month. All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. SpartanForex reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. SpartanForex reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to Affiliate Partner.

4.) TERMINATION

4.1. Termination. SpartanForex may terminate this Agreement at any time, with or without cause, effective immediately upon notice to Affiliate Partner.

4.2. Consequences of Termination. Upon expiration or termination of this Agreement: (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information); (b) Affiliate Partner shall immediately cease displaying any Creative on any Website or otherwise and (c) all rights granted to Affiliate Partner hereunder will immediately cease; provided, however, that in the event that Affiliate Partner has elected to be compensated on a "Revenue-Sharing" basis (as described in Schedule 1) with respect to either the Fees and/or the Affiliate Fees, as applicable, Affiliate Partner shall be entitled to receive any Fees and/or Affiliate Fees, as applicable, as may become due and owing to Affiliate Partner pursuant to the terms and conditions of this Agreement, during the three (3) month period immediately following the effective date of termination of this Agreement.

4.3.) Survival. Sections 5 through 10 shall survive the termination or expiration of this Agreement.

5.) PROPRIETARY RIGHTS

5.1. *Proprietary Rights of SpartanForex.* As between Affiliate Partner and SpartanForex, the Creative, all demographic and other information relating to Leads, Prospective Affiliates and Affiliates, the Platforms and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of SpartanForex or otherwise related to the SpartanForex Trading

Platform, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and pertaining thereto thereto (collectively, "SpartanForex Property") shall be and remain the sole and exclusive property of SpartanForex. To the extent, if any, that ownership of any SpartanForex Property does not automatically vest in SpartanForex by virtue of this Agreement, or otherwise, Affiliate Partner hereby transfers and assigns to SpartanForex, upon the creation thereof, all rights, title and interest Affiliate Partner may have in and to such SpartanForex Property, including the right to sue and recover for past, present and future violations thereof.

5.2. *Forex Marks.* During the term of this Agreement, SpartanForex hereby grants to Affiliate Partner a limited, revocable, non-exclusive and non-transferable license to display the Forex Marks, solely as necessary to perform Affiliate Partner's obligations under this Agreement. Affiliate Partner acknowledges and agrees that: (a) it will use the Forex Marks only as permitted hereunder; (b) it will use the Forex Marks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by SpartanForex; (c) the Forex Marks are and shall remain the sole property of SpartanForex; (d) nothing in this Agreement shall confer in Affiliate Partner any right of ownership in the Forex Marks and all use thereof by Affiliate Partner shall inure to the benefit of SpartanForex; and (e) Affiliate Partner shall not, now or in the future, contest the validity of any Forex Mark or use any term or mark confusingly similar to any Forex Mark.

6.) CONFIDENTIALITY

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

7.) DISCLAIMER OF WARRANTY

SPARTANFOREX MAKES NO WARRANTIES HEREUNDER, AND SPARTANFOREX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SPARTANFOREX FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, THAT THE PLATFORMS DO NOT INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY IN ANY JURISDICTION, INCLUDING, BUT NOT LIMITED TO, THE TERRITORY. AFFILIATE PARTNER UNDERSTANDS AND AGREES THAT THE PLATFORMS MAY NOT SATISFY ALL OF THE LEADS' REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE.

8.) LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. *Limitation of Liability.* SPARTANFOREX SHALL HAVE NO LIABILITY WITH RESPECT TO THE PLATFORMS OR ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF SPARTANFOREX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SPARTANFOREX'S LIABILITY TO AFFILIATE PARTNER UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO AFFILIATE BY SPARTANFOREX DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

8.2.) Indemnification.

8.2.1.) *Affiliate Partner Indemnification.* Affiliate Partner agrees to indemnify, defend and hold harmless SpartanForex and any SpartanForex Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) Affiliate Partner's breach of any representation, warranty, obligation or covenant under this Agreement; (b) Affiliate Partner's gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to SpartanForex and SpartanForex Related Entities granted by Affiliate Partner to any Lead, Prospective Affiliate or other third party.

8.2.2.) *Notice of Indemnification.* In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Affiliate Partner with written notice of any claim which the Indemnified Party believes falls within the scope of the foregoing paragraphs. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that Affiliate Partner shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which shall not be unreasonably withheld.

9. NON-EXCLUSIVE REMEDIES

In the event (a) Affiliate Partner markets or promotes SpartanForex and/or any SpartanForex Related Entity that promotes the SpartanForex platform to any person or entity outside of the Territory or (b) of any breach or threatened breach of any provision of Sections 1.2.2, 1.3, 1.4, 1.5, 4 and/or 5 above, in addition to all other rights and remedies available to SpartanForex under this Agreement and under applicable law, SpartanForex shall have the right to (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement and Affiliate Partner's engagement hereunder, (iii) receive a prompt refund of all amounts paid to Affiliate Partner hereunder and (iv) be indemnified for any losses, damages or liability incurred by SpartanForex in connection with such violation, in accordance with the provisions of Section 8 above.

10.) GENERAL PROVISIONS

10.1.) *Force Majeure.* If the performance of any part of this Agreement by either Party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a

license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

10.2.) *Independent Contractors.* The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

10.3.) *Notice.* Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally or by email to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

10.4.) *No Waiver.* The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

10.5.) *Entire Agreement.* This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.

10.6.) *Amendments and Modifications.* No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

10.7.) *Assignment.* All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, assigns and legal representatives. Affiliate Partner shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without SpartanForex's prior written consent, to be given or withheld in SpartanForex's sole discretion.

10.8.) Applicable Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of Vanuatu. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in Vanuatu, and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

By marking the "I accept" checkbox, Affiliate Partner hereby fully agrees with all terms and provisions.

Schedule 1

Compensation Terms and Conditions

Commission Plan

All Fees payable to Affiliate Partner will be calculated according to the following plan:

The Affiliate Partner shall be entitled to receive Revenue Share based on the following Formula:

Formula: Revenue Share Rate x (SpartanForex Spread Revenues – Bonuses/Compensation – Charge-backs and other fraud cost). SpartanForex Spread Revenues are defined as the revenues generated by SpartanForex from the PIP spread and commissions that are charged by SpartanForex to clients referred by Affiliate Partner.

For the purpose of this agreement Revenue Share Rate will be equal to 25%.