



**VANTAGE FX**  
*PARTNERS*

# AFFILIATE AGREEMENT

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Vantage Global Prime Pty Ltd  
A.C.N. 157 768 566 | AFSL No. 428901

Level 29, 31 Market St, Sydney, NSW 2000 Australia  
Phone (Australia): 1300 945 517 | Phone (International): +61 2 8999 2044  
Email: support@vantagefx.com | Website: <https://www.vantagefx.com/>

## AFFILIATE AGREEMENT

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**Type of Agreement:** Affiliate Agreement

**Principal:** Vantage Global Prime Pty Ltd  
(Vantage, we, us or our)

Level 29, 31 Market St  
Sydney NSW 2000  
Australia  
Attention: Compliance & Legal  
email: compliance@vantagefx.com  
Telephone: +61 1300 945 517  
Telephone: +61 (02) 8999 2046

**Affiliate details:** First Name:  
Last Name:

Street:  
City:  
Postcode:  
Country:

Phone:  
Email:

### INTRODUCTION

- A. Vantage carries on the business of providing Derivative Trading services to Clients globally.
- B. Vantage and the Affiliate wish to enter into an Affiliate arrangement.
- C. The Affiliate is engaged in the business of providing Affiliate Services to various entities and wishes to provide Affiliate Services to Vantage on the terms set out in this Agreement.
- D. The Affiliate wishes to supply information about Vantage to persons and to refer persons to Vantage for financial services in accordance with this Agreement.
- E. Vantage agrees to allow the Affiliate to supply its information to persons in accordance with this Agreement.
- F. The Affiliate hereby acknowledges and agrees that by completing and submitting the Affiliate Application Form to Vantage, they are entering into a legally binding contract and fully agrees to abide by and to be bound by all the following terms and conditions set out in this agreement.

**Now the parties hereby agree as follows:**

## 1. INTERPRETATION

**1.1** In this Agreement, unless the context otherwise requires:

Account	means the uniquely assigned Live Account that is created for each client when they complete an account application on any of the Vantage websites and is subsequently approved by Vantage.
ACL	means the Australian Consumer Law under the ASIC Act 2001 (Cth).
Affiliate	means a person or entity that received confirmation from Vantage, at Vantage's sole discretion, that it has successfully completed the Affiliate Application Form, that it is included in the Program and that it has received an Affiliate System Login ID which is linked to the Vantage Affiliate Website in accordance with the terms of this Agreement.
Affiliate Commission	means money payable to the Affiliate by Vantage from the "CPA" plan in accordance with the terms outlined on the Affiliate Website.
Affiliate Program	means a program whereby Vantage compensates an Affiliate for successfully introducing a client to Vantage. Calculation of the compensation is based on the Commission Plan selected by the Affiliate within the Affiliate System.
Affiliate Services	means the services described in Schedule 2 and any ancillary services as authorised by Vantage.
Affiliate System	means the system provided by Vantage to affiliates, for the purposes of monitoring their introductory activities, commission payments, and provision of Marketing Materials.
Affiliate Website	means Vantage's Affiliate Website currently located at <a href="https://www.vantagefxpartners.com">https://www.vantagefxpartners.com</a> , or any page, section, subsection or subdirectory thereof, and any other additional, substitute or successor site that may be designated by Vantage, including any related to its international activities.
Agreement	means this agreement and includes all schedules and annexures.
ASIC	means the Australian Securities and Investments Commission.
Associate	mean any of the followings: <ul style="list-style-type: none"> <li>(i) any member of the Affiliate's immediate family;</li> <li>(ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with an Affiliate;</li> <li>(iii) any other person found by Vantage to be associated with an Affiliate, for the sole purpose of generating Affiliate's Commissions or, in Vantage's view, to conduct any form of fraudulent or inappropriate activity; or</li> <li>(iv) any individual/entity whose registration and/or trading data correspond with the Affiliate's respective information, including, but not limited to, IP address, physical or mailing address, telephone number, email address or passport details.</li> </ul>
Authorisation	means: <ul style="list-style-type: none"> <li>a) any consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption; or</li> <li>b) in relation to anything which a governmental agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action or notice of intended intervention or action.</li> </ul>
Business Day	means Monday to Friday excluding public and/or statutory holidays in Sydney, Australia which day shall be deemed to commence at 9 am and terminate at 4.30 pm.
Churning/Rinsing	includes, but is not limited to, the practice of executing trades through an Introduced Client account in order to generate commissions or rebates.

**AFFILIATE AGREEMENT**

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<b>Click ID</b>	means the unique identification code, which is related to the Tracking URL or sign-up Introduction Codes.
<b>Client Agreement</b>	means the written agreement between the Introduced Client and Vantage (which sets out the terms on which the Introduced Client is entitled to use its Account) which shall be in the form determined by Vantage and as amended from time to time.
<b>Client Information</b>	means all of the information about the Introduced Client, including but not limited to, their name, address, contact details, account details and trading history.
<b>Commencement Date</b>	means the date set out section A of Schedule 1
<b>Commission</b>	means the commission payable by Vantage to the Affiliate as set out in section B of Schedule 1.
<b>Confirmation</b>	means a confirmation sent by Vantage to a Introduced Client detailing the sale or purchase of financial products by the Introduced Client.
<b>Corporations Act</b>	means the Corporations Act 2001 (Cth).
<b>CPA Plan</b>	means the Affiliate compensation plan whereby the Affiliate shall be paid its Affiliate Commission after the Introduced Client meets the Qualified Introduced Clients requirements set by Vantage and outlined on the Affiliate Website, in accordance with the country of residence of the Introduced Client and the number of monthly Qualified Introduced Clients introduced by the Affiliate.
<b>Derivative Trading</b>	means the business of facilitating the purchase and sale of over the counter derivatives.
<b>Fraud Traffic</b>	means any deposits, withdrawals, transactions, trading activity or traffic generated at Vantage through illegal means or in bad faith to defraud Vantage, regardless of whether or not it actually causes harm to Vantage. Fraud Traffic includes, but is not limited to, spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate Commission directly or indirectly with Introduced Clients, and any other unauthorized use of any third party accounts, copyrights or trademarks.
<b>GST</b>	means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<b>Introduced Client</b>	means a client of Vantage as a result of an introduction by the Affiliate, for whom Vantage has opened an Account in accordance with the terms of this Agreement, accepted by Vantage and with whom Vantage does not have a current or prior existing trading relationship. Any client with whom Vantage has a current or prior existing trading relationship shall not be treated as Introduced Client.
<b>Introduction Code</b>	means the unique identification code that Vantage provides exclusively to the Affiliate via the Affiliate System, which enables Vantage to identify the Affiliate that has referred an Introduced Client, and calculate the Affiliate Commission accordingly.
<b>Law</b>	means all laws including rules of common law, principals of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, policy statements, practice notes, mandatory codes of conduct, writs, orders, injunctions, judgments, determinations and statutory licence conditions.
<b>Licence</b>	means an Australian financial services licence granted by ASIC pursuant to section 913B of the Corporations Act or an authorised representative of an Australian financial service licensee pursuant to section 916A of the Corporations Act.
<b>Loss</b>	means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person, or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent (including loss of profit or any direct, indirect, consequential or special loss or damage, however caused).

**AFFILIATE AGREEMENT**

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Marketing Materials	means all communications, including advertisements and promotional materials, created by or at the direction of Vantage, for the purpose of marketing Vantage's business and/or services, and incorporating Vantage's Trade Marks.
Net Deposits	means the difference between the total deposits and total withdrawals. transfers between accounts, balance or cash adjustments, trading rebates or commissions of any kind will not be counted towards the net deposit calculations.
Qualified Introduced Clients	<p>means an individual who was referred by an Affiliate and identified by a Click ID or Tracking Id assigned to the Affiliate or identified by entering a sign up Introduction Code assigned to such Affiliate by the Affiliate System, on the conditions that:</p> <ul style="list-style-type: none"> <li>a) the Affiliate is confirmed by Vantage as included in the Affiliate Program and has successfully registered for the Affiliate Program and agreed to the terms of this Agreement;</li> <li>b) Such individual is not already registered with Vantage, including registration under, among others, a different name or through different identification details;</li> <li>c) Such individual's registration and/or trading data do not correspond with another Introduced Client's respective information, including but not limited to the IP address;</li> <li>d) the individual has been approved by Vantage; and</li> <li>e) all the qualification requirements set out in Schedule 1 are fulfilled.</li> </ul> <p>Neither an Affiliate nor any of its Associate are eligible to become Qualified Introduced Clients under such Affiliate's Tracker ID(s), and should an Affiliate or any of its Associate(s) do so register, the Affiliate shall not be eligible to receive the applicable commission or any other compensation whatsoever.</p>
Terms	means these Terms and Conditions, which govern your membership of the Affiliate Program.
Tracking URL	means a unique hyperlink to the Vantage Website which is generated by the Affiliate System, and enables an Affiliate to refer potential clients to the Vantage Website Vantage can identify the Affiliate that has.
Trading Platform	means the technology platform that we operate to allow Clients to trade Products online, including our billing, support, retention and promotion services and activities
Vantage Products and Services	means the Margin FX Contracts, Derivatives or other financial products that Vantage offers Clients under the Client Agreement.
Vantage Website	means the Vantage website currently located at <a href="https://vantagefx.com">https://vantagefx.com</a> , or any page, section, subsection or subdirectory thereof, and any other additional, substitute or successor site that may be designated by Vantage, including any related to its international activities.
Vantage's Trade Marks	means any trade marks, logos or trading names owned by or licensed to Vantage, whether registered or not registered.

1.1 Rules for interpreting this document

- 1.1.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- 1.1.2 A reference to:
- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- 1.1.3 A singular word includes the plural, and vice versa.
- 1.1.4 A word which suggests one gender includes the other genders.
- 1.1.5 If a word is defined, another part of speech has a corresponding meaning.
- 1.1.6 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- 1.1.7 The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- 1.1.8 The words financial product, derivatives and related body corporate have the same meanings as in the Corporations Act.

1.2 Business Days

If the day on or by which a person must do something under this document is not a Business Day:

- 1.2.1 if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- 1.2.2 in any other case, the person must do it on or by the previous Business Day.

## 2. INTRODUCTION OF CLIENTS AND INSTRUCTIONS

- 2.1 The Affiliate will use its best efforts to provide the Affiliate Services to Vantage and Vantage will pay the Affiliate for the Affiliate Services in accordance with Clause 7.
  - 2.2 Upon request from Vantage or its legal representatives or government regulators the Affiliate must promptly give Vantage access to information to the extent that Vantage requires to satisfy a legal or regulatory requirement.
  - 2.3 The Affiliate must ensure it has arrangements in place that enable the Affiliate to disclose the Introduced Client Information referred in this Agreement to Vantage in circumstances contemplated by this Agreement.
  - 2.4 If requested by Vantage, the Affiliate must inform any Introduced Clients of any matter Vantage reasonably considers necessary for compliance by either or both parties with any Laws.
  - 2.5 The parties agree that the relationship between Vantage and the Affiliate is not an exclusive relationship and both the Affiliate and Vantage may enter into similar relationships with other persons.
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## 3. AUTHORITY

- 3.1 Where the Affiliate deals with people inside Australia, the Affiliate must at all times be authorised to provide the relevant financial services in relation to the financial products issued by Vantage, under its own Licence or as an authorised representative of an Australian financial services Licensee.
- 3.2 This Agreement does not constitute Authorisation by Vantage for the Affiliate to provide financial services under its Licence.
- 3.3 Where the Affiliate is of the view that, in providing the Affiliate Services, it does not require a Licence, it must confirm to Vantage in writing that it has received legal advice to the effect that a Licence is not required.
- 3.4 Where the Affiliate deals with people who reside outside of Australia, the Affiliate will maintain all insurances, authorisations and registrations required by the laws applicable to the jurisdictions that the Introduced Clients reside in.
- 3.5 The Affiliate must notify Vantage immediately if the Affiliate ceases to hold a Licence or ceases to be appointed as an Authorised representative of an Australian financial services Licensee, or if it ceases to hold a registration, licence or other authorisation as required by a jurisdiction outside of Australia.
- 3.6 Vantage authorises the Affiliate to provide any person with information about the following (“Information”):
  - (a) the financial services and or other services provided by Vantage or its representatives and employees;

- (b) any current marketing or promotional material, documents or information about Vantage that has been issued by Vantage and not withdrawn; and
  - (c) how to contact Vantage.
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#### **4. OBLIGATIONS OF THE AFFILIATE**

##### **4.1 The Affiliate must:**

- 4.1.1 complete and submit the online application/questionnaire within the private section of the Affiliate Panel at [vantagefxpartners.com](http://vantagefxpartners.com) and accept online the present terms and conditions;
- 4.1.2 provide sufficient proof of identity documentation(s) such as government-issued proof of identity document i.e. passport, national identity card, or driving license, and proof of residential address prior to be accepted as an Affiliate. If the Affiliate is a company or a legal entity, must provide a) Copy of Certificate of Incorporation; b) Certificate of good standing or other proof of registered address of the company; c) Proof of identity and proof of address of directors; d) Proof of identity and proof of address of other authorised representatives in case he/she will deal with Vantage on behalf of the entity and e) Proof of identity and proof of address of all ultimate beneficial owner /shareholders (25% or more) prior to be accepted as an Affiliate;
- 4.1.3 use its best endeavours to attract potential clients for Vantage;
- 4.1.4 use the Marketing Materials provided to it by Vantage only for the purpose of providing the Affiliate Services, and only in accordance with Vantage's instructions;
- 4.1.5 inform Vantage about any information that it becomes aware of that may result in adverse consequences for Vantage;
- 4.1.6 act in accordance with good business practice;
- 4.1.7 carry out any Affiliate Services for Introduced Clients honestly, professionally, with due care and skill and in accordance with this Agreement;
- 4.1.8 comply with all Laws and reasonable directions and policies that Vantage provide to you from time to time in respect of this Agreement;
- 4.1.9 inform any person whom it introduces to Vantage under this Agreement:
  - (a) that the Derivative Trading services are offered by or through Vantage and not the Affiliate;
  - (b) that the Affiliate is not a representative or agent of Vantage; and
  - (c) of any matter Vantage reasonably considers necessary for compliance by either or both of the parties with any enactment or regulations, notices, directions,

orders, requirements or demands of any government, municipal or other proper authority to which either party is subject;

- 4.1.10 inform each Introduced Client, when required by law to do so, of the Affiliate's fee arrangements with Vantage;
- 4.1.11 subject to the Privacy Act or any other applicable privacy or data protection laws in its jurisdiction, maintain proper business records regarding every referral and provision of Affiliate Services undertaken by it in connection with this Agreement, including obtaining and maintaining a permanent record of the following, where applicable:
  - (a) each Introduced Client's name, contact details, principal occupation/business and financial condition;
  - (b) each Account and each person holding a Power of Attorney over any Account; and
  - (c) the name of the person who solicited and is responsible for each Introduced Client;
- 4.1.12 subject to the applicable laws in its jurisdiction, notify its representatives and Introduced Clients that Vantage may record telephone conversation;
- 4.1.13 co-operate promptly at all times with our reasonable requests to enable Vantage to:
  - (a) prepare any documents, including disclosure documents, to be provided to Introduced Clients; and
  - (b) offer Vantage's Products to Introduced Clients;
- 4.1.14 promptly notify Vantage in writing of any Introduced Client complaints and disputes and provide us with all written communications and documents issued or received that relate to those matters;

**4.2** The Affiliate must not at any time:

- 4.2.1 represent that the Affiliate or Vantage will guarantee an Introduced Client's Loss, or limit the Loss of any Introduced Client;
- 4.2.2 represent itself as a representative of, or a person authorised by Vantage, or use the name of Vantage or any of its related bodies corporate in its advertising activities without obtaining the prior written consent of Vantage;
- 4.2.3 misrepresent Vantage or the Products or Derivative Trading services that are offered by Vantage;
- 4.2.4 engage in misleading or deceptive conduct or use advertising that is misleading or deceptive;

- 4.2.5 prepare letters, publish material or place any advertisements that refer to Vantage and its relationship with Vantage without the prior written consent of Vantage;
- 4.2.6 use the Marketing Materials or Vantage's Trade Marks on any third party website or in any way which is contrary to the direction or instruction of Vantage, or for any purpose which is not related to the Affiliate's obligations under this Agreement;
- 4.2.7 use the Marketing Materials or the Vantage's Trade Marks in any email marketing or promotional activity without Vantage's prior written consent;
- 4.2.8 amend or change all or any part of the Marketing Material without Vantage's prior written consent;
- 4.2.9 use unprincipled or inappropriate advertising to solicit clients. This includes approaching unsophisticated clients, active promotion, spam or advertising on websites which Vantage in its absolute discretion considers to be inappropriate (including pornographic websites or websites for adult entertainment);
- 4.2.10 do anything which might injure the reputation of or bring discredit to Vantage;
- 4.2.11 use the name 'Vantage' or any derivation of that name, in a way that might compete with Vantage's search engine optimisation without the prior written consent of Vantage. This includes using the name 'Vantage' on the title tag of the Affiliate's website;
- 4.2.12 register the name 'Vantage' for any purpose without the prior written consent of Vantage. This includes registering the name 'Vantage' as a domain name or account name.
- 4.2.13 hold out to the person that the Affiliate is authorised to supply financial services on behalf of Vantage.
- 4.2.14 not engage in any illegal, improper, misleading or deceptive conduct or do anything (including making statements in any form) that may cause loss or damage to Vantage or

which may have a detrimental effect on Vantage's reputation or those of its Products and services. In particular, the Introductory Broker must not:

- (a) engage in any illegal activity of any type, such as displaying illegal content on its website or in any subscription emails;
  - (b) actively target:
    - (i) any person who is under the age of 18 years old, regardless of the age of majority in the location where you are engaging in introducing activities; or
    - (ii) any resident of the United States and any other countries where we are banned from registering Introduced Clients;
- 4.2.15 login to Introduced Client accounts or conduct trading activities on their behalf;
- 4.2.16 operate a website that contains or promotes misleading, defamatory or illegal content, or a link to a website that does so. Misleading content includes making any promises in relation to returns and displaying our disclaimer, licence or authorisation number without our express permission;
- 4.2.17 send unsolicited commercial electronic messages (spam);
- 4.2.18 place links to Vantage's Website(s) in commercial electronic messages, display advertising networks, counters, guest books, forums, blogs, chat rooms or other similar internet resources;
- 4.2.19 enable bad faith transactions, including via any device, program, robot, IP address, redirects and 'bogus' traffic;
- 4.2.20 establish any promotion that provides rewards, points or compensation to a Introduced Client for registering for an Account with us, including any kind of rebate deal, without our prior approval; or
- 4.2.21 take any action that would dilute or tarnish the value of the Vantage Trademark. The Affiliate must not do or say anything that will or is likely to damage or diminish Vantage's

business or reputation. This clause 4.2.21 will survive expiry or termination of this Agreement.

**4.3 The Affiliate must not at any time:**

- 4.3.1 accept any money, securities or other property (or extend credit) to margin, guarantee or secure any transaction for Products Vantage offers; or
  - 4.3.2 give instructions to transfer funds out of a Introduced Client's Account, and we will not be obliged to comply with any such instructions, unless authorised in writing by the Introduced Client.
- 4.4 Affiliate must transmit any funds received from Introduced Clients that are due and payable to us on the same day that the funds are received.**
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**5. RELATIONSHIP**

- 5.1** The parties agree that nothing in this Agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership, and each party shall be solely responsible for its own action or inaction.
  - 5.2** The Affiliate is the agent of the person it refers to Vantage and in that capacity is not the agent of Vantage.
  - 5.3** In performing the Affiliate Services under this Agreement, the Affiliate is an independent contractor and as such is liable for any taxes, insurance contributions or any other assessments incurred by it in the course of business generally and in relation to this Agreement.
  - 5.4** Any existing agreements of a similar nature to this Agreement between the Affiliate and Vantage are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
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**6. ACCOUNTS**

- 6.1** The Affiliate will, when introducing a Client to Vantage, request the Client to apply for an Account.
  - 6.2** Vantage will, at its sole discretion, decide whether or not to accept an application to open an Account.
  - 6.3** Any errors or discrepancies in an Account that the Affiliate is aware of must be immediately called to the attention of Vantage for review and in all events within 24 hours of the error or discrepancy occurring.
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**7. PAYMENTS AND TRACKING**

**Commission Payment**

- 7.1** Vantage will, throughout the term of this Agreement, pay the Commission in accordance with Schedule 1, to the extent that such payments would not cause either or both Vantage or the Affiliate

to breach any Laws. The compensation schedule may be changed by Vantage at its discretion, after providing the Affiliate with at least one (1) day's written notice.

- 7.2** Commission in respect of the CPA Plan is payable for Qualified Introduced Clients only. In addition to any other terms and conditions set forth anywhere in this Agreement or under any applicable laws, the Affiliate shall not be entitled to receive any Affiliate Commission for any Introduced Clients unless and until such Introduced Clients have been approved and verified by Vantage as a Qualified Introduced Clients. For the avoidance of doubt, Vantage reserves the right, in its sole and absolute discretion, to change, modify, add or remove, at any time, any criteria applying to any of the Commission Plan, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirement(s) for qualifying into the Compensation Plan and/or for receiving any Affiliate Commission set out in this Agreement.
- 7.3** Affiliate Commission shall be calculated as follows:
- 7.3.1 CPA Plan as set out in Section 1 this Agreement: The Affiliate will receive a flat Commission fee for each Qualified Introduced Clients referred by an Affiliate to the Vantage Site in a given month.
- 7.4** The Commission will only be paid:
- 7.4.1 on completed or closed out trades; and
- 7.4.2 on the trades that Vantage, at its sole discretion, decides to make.
- 7.5** Vantage will pay Commission to the Affiliate with the payment details registered by the Affiliate in the Affiliate System. The Affiliate acknowledges and agrees that it must provide sufficient evidence to Vantage to verify that the bank account or destination account is held under the Affiliate's name. Vantage will not be liable for any delays if the Affiliate has not registered any payments, registered incorrect payment details or failed to provide a proof of bank account ownership.
- 7.6** The Affiliate acknowledges and agrees that under no circumstances will Vantage be liable to a third party for the payment of any commission or other fee, and the Affiliate agrees to indemnify Vantage for all costs, liability, loss, damage or expense that Vantage incurs as a result of any claim or proceeding that is made or threatened or commenced against Vantage by any third party whatsoever.
- 7.7** Vantage may disclose to Introduced Clients that the Affiliate may receive payments (and the amount thereof).
- 7.8** Where Vantage identifies more than one Click ID for any given Introduced Client, the Affiliate Commission attributed to this client will be paid towards only to the Affiliate whose Click ID was the last to have been obtained by the Introduced Client.
- 7.9** The Commission Payments set forth in Schedule 1 shall be payable for as long as the Introduced Client maintains his/her trading account, except if (i) this Agreement is terminated in accordance with Section 10; or (ii) the Introduced Client has a negative cash balance; or (iii) Vantage reasonably determines that such payment would violate any laws or rules to which Vantage or Affiliate is subject; or (iv) Vantage deems it necessary to withhold the Payment for reasons arising from, but

not limited to, Introduced Clients' complaints, any governing body investigation or complaints, or any legal issue. Information regarding Payments is detailed on the Affiliate Website.

- 7.10 The Commission will not be paid for Accounts that have been opened or traded by an Associate of the Affiliate.
- 7.11 Notwithstanding any other provision in this Agreement, the Affiliate shall no longer be entitled to receive the Affiliate Commission for any Introduced Clients who have not met the Qualified Introduced Clients Criteria with six months of the account application in the case of the CPA Plan.
- 7.12 In cases whereby an error is made by Vantage in calculation of Affiliate Commission and an excess amount was paid to the Affiliate as a result, Vantage holds claims to, and has the right to collect the excess money being paid upon presenting appropriate evidence to the Affiliate. The excess amount shall be collected either by deducting from the Affiliate's remaining balance on its account with Vantage, or by the Affiliate sending money back to Vantage as soon as reasonably possible.
- 7.13 The Affiliate acknowledges that the Commission received by the Affiliate pursuant to this Agreement fully compensates it for its obligations under this Agreement.

#### **Monthly Bonus(es) Payment**

- 7.14 In addition to the CPA or Commission payment, Vantage will pay a monthly bonus depending on the number of Qualified Introduced Clients in a given month and the total Net Deposits for that month generated by those Qualified Introduced Clients. For clarity, the total Net Deposits must be at least 2.5 times (2.5x) the accrued CPA payment for that month.
- 7.15 All payments made to the Affiliate are inclusive of GST (if applicable).

#### **Payment Disputes**

- 7.16 If The Affiliate does not agree with the Commission payment for a particular month, the Affiliate must notify Vantage in writing of the disputed amount and the reason for the dispute within 10 days of the end of the month for which the Commission payment was made. Failure to provide notification of a dispute within this timeframe will be deemed a waiver of the Affiliate's right to dispute the report or payment and the Affiliate shall have no further claims in relation to the matter.

#### **Timing**

- 7.17 The Commission will be paid monthly in arrears, subject to satisfactory verification (where relevant), the terms of your Affiliate Plan and this section 7.
- 7.18 Commission will be paid within 15 days of the end of each calendar month, provided that your Commission balance is over USD \$1,000. If your Commission balance is less than USD \$1,000 for a given month, the balance will be carried over and added to your Commission entitlement for the following month. We reserve the right to void your Commission entitlement and terminate your membership of the Affiliate Program under section 10 if your carried over Commission balance fails to reach USD \$1000 within 6 consecutive calendar months.

### **Transaction Fees**

- 7.19 Commission withdrawals is available using the payment methods set out on our Affiliate System. The Affiliate shall be responsible for any costs or fees incurred by the transaction, and will receive his/her commission less the total costs or fees involved. Affiliate Commission payments which are not enough to cover the relevant transaction costs or fees shall be declined by Vantage.
- 7.20 The Affiliate is responsible for payment of its own GST and all taxes, duties, fees or other governmental levies or charges.

### **Tracking**

- 7.21 The Affiliate acknowledges that Vantage has the right to monitor and review the activities of the Affiliate regularly.
- 7.22 Commission payments will be calculated based on the Introduced Client activity linked to the Affiliate's Affiliate ID or linked to the Affiliate ID of the Affiliate's Sub-Affiliates, which Vantage can identify via the Tracking URL or Click ID issued to the Affiliate.
- 7.23 Vantage accepts no responsibility for a failure by the Affiliate, Sub-Affiliate or any Introduced Client, to effectively link the Affiliate to Sub-Affiliates or any Introduced Client's activity in connection with this Affiliate Program.
- 7.24 Vantage reserve the right to verify any new Sub-Affiliates or Qualified Introduced Clients referred by you prior to honouring any Commission entitlement.
- 7.25 Vantage shall track Introduced Clients' trading activity for the purpose of calculating the Affiliate Commission and such information may be available to the Affiliate in the Affiliate System.
- 7.26 Vantage will provide the Affiliate with written confirmation of the amounts paid to the account nominated by the Affiliate in Schedule 1 after the payment is made and in accordance with this section 7. The payment summary/history will also be available via the Affiliate System.

### **Inactivity**

- 7.27 In the event the Affiliate is deemed "inactive", whereby no traffic has been referred for an entire calendar year, Vantage will automatically pay any accrued commission to the Affiliate with the payment details registered by the Affiliate in the Affiliate System. If the Affiliate has not registered any payment details or the Affiliate Commission is not enough to cover the relevant transaction costs or fees, the Affiliate Commission shall be deleted by Vantage within five Business Days of the start of the following calendar year.

### **No Payment**

- 7.28 The Affiliate agrees and acknowledges that they will not engage in the practice of Churning/Rinsing, do anything to intentionally or unintentionally abuse the terms and conditions of this agreement, or abuse the affiliate program.

- 7.29** If the Affiliate engages in Churning/Rinsing or deemed at Vantage's sole determination to be abusing the affiliate program, the Affiliate agrees and acknowledges that Vantage may, in its sole discretion, take one or more, (or any portion of), the following actions:
- 7.29.1 withhold, delay, deduct, or refuse payment of the Affiliate Commissions and/or Monthly Bonus and/or annul any accrued payout;
  - 7.29.2 charge a fee to the Affiliate in the same or greater amount of money that resulted from the Churning/Rinsing activities;
  - 7.29.3 terminate this agreement pursuant to Section 10.
- 7.30** Notwithstanding the forgoing, and without prejudice to any other provision in this Agreement, Vantage may, at its sole and exclusive discretion, withhold, delay, deduct, or refuse payment of the Affiliate Commissions and/or Monthly Bonus and/or annul any accrued payout and/or terminate this agreement pursuant to Section 10 and/or close any accounts with immediate in any of the following events:
- 7.30.1 Vantage has reason to believe that the Affiliate's activity is not in compliance with any applicable law, including, without limitation to ASIC Rules;
  - 7.30.2 Vantage has reason to believe that the Affiliate's activity is in breach of this Agreement;
  - 7.30.3 Vantage suspects or has reason to believe that an Introduced Client and/or the Affiliate abused or acted in bad faith or identify any abuse on the trading activity of the Introduced Clients, including and not limited to opening and closing trades for the purpose of earning compensation for the Affiliate.
  - 7.30.4 Vantage has reason to believe that the Introduced Clients were referred to it only for the purpose of earning compensations for the Affiliate.
  - 7.30.5 Vantage at its sole determination deems activities taken by or on the Affiliate's account or any account which appears to be referred, controlled or managed by the Affiliate, is deemed suspicious.
  - 7.30.6 if the Affiliate has failed to complete any form(s) as may be required by the Vantage or has completed misleading or incorrect information in a form provided by Affiliate to Vantage;
  - 7.30.7 if the Affiliate has failed to follow the Marketing Communication Guidelines set out forth on Schedule 3 of this Agreement; and
  - 7.30.8 Vantage has been notified by a third party of the alleged infringement of property or rights (e.g. intellectual property rights) by the Affiliate or by the Affiliate's activity. The Affiliate hereby irrevocably waives any claim or demand against the Vantage, its directors, officers, shareholders, employees or against the Vantage Website(s) in respect of such action taken by Vantage.
- 7.31** Without derogating from the forgoing in this Section 7.31, it is hereby clarified that in any event that Vantage determines, determines that Affiliate and/or the Introduced Client is involved, whether directly or indirectly, in any fraudulent, Fraud Traffic, deceptive, manipulative or otherwise illegal activity connected to Vantage including without limitation to its affiliate program,

products and services, trading platforms, promotions and/or bonuses, Vantage shall have the right to withhold, delay, deduct, or refuse payment of the Affiliate Commissions and/or Monthly Bonus and/or annul any accrued payout and/or terminate this agreement pursuant to Section 10, to render the Tracking URLs and promotional materials assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the affiliate program, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against Vantage, its directors, officers, shareholders, employees or against the site(s) in respect of such action taken by Vantage.

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## 8. WARRANTIES

### 8.1 The Affiliate warrants to Vantage that:

- 8.1.1 the information provided by the Introduced Client when applying for an Account is true and correct;
- 8.1.2 it has obtained all authorisations and done all things necessary in order to enter into this Agreement and to perform its obligations under this Agreement;
- 8.1.3 it is not aware of anything which will, or might reasonably be expected to, prevent or impair it from performing all of its obligations under this Agreement, in the manner and at the times contemplated by this Agreement;
- 8.1.4 it will comply with all Laws when performing its obligations under this Agreement;
- 8.1.5 this Agreement has been duly executed by it and constitutes binding obligations on its part, enforceable against it in accordance with its terms;
- 8.1.6 it will ensure that each Introduced Client that is a retail customer it solicits has received adequate information concerning the risks of Derivative Trading so that the Introduced Client can make an informed decision as to whether Derivative Trading is appropriate for that Introduced Client;
- 8.1.7 entering into this Agreement will not cause it to breach any agreement, arrangement or understanding which it has with any third party;
- 8.1.8 it is not a party to or the subject of any action or proceeding before any court, government agency or regulatory body;
- 8.1.9 all previous information and statements it has provided to Vantage in connection with this Agreement are true and correct to the best of your knowledge and belief; and
- 8.1.10 it will notify us immediately if you become aware of any material change in your business.

### 8.2 Vantage warrants that:

- 8.2.1 all information relating to the Affiliate's clients will be treated as Confidential Information; and

- 8.2.2 it is a member of an external dispute resolution scheme and holds all qualifications and accreditations necessary or prudent to provide the financial services contemplated by this Agreement.

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## 9. LIMITATION OF LIABILITY AND INDEMNITY

### **Agreement accepted in Australia**

- 9.1 These terms don't exclude, restrict or modify:
- 9.1.1 the application of any provision of the ACL (whether applied as a law of the Commonwealth or any State or Territory of Australia);
  - 9.1.2 the exercise of any right or remedy conferred by the ACL; or
  - 9.1.3 Vantage's liability for a failure to comply with any applicable consumer guarantees where to do so would:
    - (a) contravene the ACL; or
    - (b) cause any part of these terms to be void.
- Limitation of Liability**
- 9.2 To the extent permitted by law (and subject to clause 9.1 if you accept these terms in Australia), our liability to you for any non-compliance with a statutory guarantee or Loss arising out of or in connection to a breach by Vantage of a non-excludable condition or warranty referred to in clause 9.1, is limited, at our option to the supply of services again or the payment of the cost of having the services supplied again.
- 9.3 To the extent permitted by law, our maximum liability for all loss and damage suffered or incurred by the Affiliate in connection with these terms, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in aggregate to the amount of Commissions paid by Vantage to the Affiliate in the 6-month period immediately prior to the date of the event giving rise to the liability.
- 9.4 All other representations, conditions, warranties and terms that would otherwise be expressed or implied in these terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- 9.5 If the Affiliate accepts these terms in Australia, clauses 9.2 to 9.4 above are not intended to have the effect of excluding, restricting or modifying:
- 9.5.1 the application of all or any of the provisions of the ACL;
  - 9.5.2 the exercise of a right conferred by such a provision; or
  - 9.5.3 Vantage's liability in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

### **When we will not be liable**

- 9.6 Vantage, its related bodies corporate, officers, directors, employees and suppliers are not responsible or liable to the Affiliate or any Introduced Client for any:
- 9.6.1 Loss arising as a result of any failure of any software, hardware, communication technology or other system, including but not limited to Vantage's Trading Platform;
  - 9.6.2 Loss relating to the provision of data made available via the services Vantage provide, including Trading Platform, delays, disruptions, inaccuracies or the loss of data;
  - 9.6.3 Loss relating to Affiliate's use of, or reliance upon any data provided to Affiliate or Introduced Clients via the services Vantage provide, including the Trading Platform;
  - 9.6.4 delay or failure by Vantage to act on an order or instruction from a Introduced Client;
  - 9.6.5 failure by the Affiliate to perform its obligations under this Agreement, or its failure to perform them in a timely manner;
  - 9.6.6 negligent or unlawful conduct on the part of the Affiliate, its employees, representatives, agents or contractors;
  - 9.6.7 actions or inaction of third parties (including those which may be negligent or unauthorised) relating to the Affiliate Services, the Trading Platform or Vantage's Products;
  - 9.6.8 trading losses suffered by Introduced Clients in connection with Vantage's Products;
  - 9.6.9 Loss arising from a failure by Vantage to comply with this Agreement for any cause which could not reasonably be controlled or prevented by Vantage; or
  - 9.6.10 any Loss arising from a failure by the Affiliate to comply with tax laws in relation to Commissions.

### **Exclusion of liability for Consequential Loss**

- 9.7 Notwithstanding any other provision in this Agreement, neither party will be liable for any indirect, consequential, special or incidental loss or damages. For clarity, neither party will be liable for loss of profits. However, nothing in this clause will preclude the recovery by a party of loss or damage which may fairly and reasonably be considered to arise naturally, that, is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

### **Indemnity**

- 9.8 Subject to clause 9.9 below, the Affiliate indemnifies Vantage, its related bodies corporate, directors, officers, employees and suppliers ("Indemnified Parties") against any Loss or Claim suffered or incurred by any of them arising out of or in connection with any:
- 9.8.1 breach by the Affiliate of these terms;
  - 9.8.2 any unlawful, fraudulent, negligent or wilful act or omission carried out by Affiliate in connection with its relationship with Vantage or any Introduced Client; or

- 9.8.3 any infringement or alleged infringement on a third party's intellectual property rights by the Affiliate whilst performing its obligations under this Agreement.
- 9.9 If an Indemnified Party caused or contributed to any Loss, then the Affiliate's liability under this clause will be limited to the amount of the Loss which is directly attributable to its conduct.
- 9.10 Vantage will promptly notify the Affiliate in writing of any matter in respect of which indemnity or reimbursement is sought under clause 9.9.
- 9.11 The Affiliate acknowledges and agrees that Vantage may deduct any amounts owing to it as a result of the operation of clause 9.8 from Commissions payable to you under clause 7, and the Affiliate will pay any remaining deficit to Vantage on demand.
- Disputes**
- 9.12 A party to these Terms may not start legal proceedings in relation to a dispute arising out of these Terms unless it first complies with this section.
- 9.13 If a dispute arises in relation to these Terms or the Affiliate Program:
- 9.13.1 the party raising the dispute must notify the other party in writing; and
  - 9.13.2 each party must use its best efforts to resolve the dispute.
- 9.14 If the parties are unable to resolve the dispute within 30 days of notification, either party may terminate the dispute resolution process by notice in writing to the other party.

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## 10. TERM AND TERMINATION OF AGREEMENT

- 10.1 This Agreement will commence on the Commencement Date and will continue for two (2) years or until terminated in accordance with this Section 10.
- 10.2 Vantage can terminate this Agreement if the Affiliate breaches this Agreement or conducts his/her business improperly by giving written notice to the Affiliate and this Agreement shall be immediately terminated upon the giving of the notice.
- 10.3 Either party may terminate this Agreement by giving the other party five (5) Business Days' written notice and this Agreement will terminate at 5pm on the date of the expiry of that notice period;
- 10.4 The Affiliate must notify Vantage immediately if any event occurs which would entitle Vantage to terminate this Agreement or suspend the authorities conferred by this Agreement.
- 10.5 On termination:
- 10.5.1 If this Agreement is terminated by the Affiliate or Vantage under section 10.3, Vantage shall pay Commissions for any referrals that take place prior to the date of termination but shall not be liable to pay Commissions for any referrals that take place on or after the date of termination, subject to Vantage's right of set off;
  - 10.5.2 the Affiliate shall immediately cease using the Marketing Materials whether in hard copy form or electronic form on any website, and return all Marketing Materials to Vantage, and

also cease referring to Vantage and shall remove all of Vantage's Trade Marks, including logos, branding and other references to Vantage from its website and/or Marketing Materials; and

- 10.5.3 the Affiliate acknowledges that on termination, other than for Commissions payable as set out in clause 10.5.1, it has no claim against Vantage whatsoever and is not entitled to any compensation or claim arising from the termination.
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## **11. NOTICES**

**11.1** Any notice required by this Agreement shall be in writing and may be given by letter, or email to the addresses specified in Schedule 1 for the Affiliate or page 1 of this Agreement for Vantage (whichever is applicable) or to such other addresses as are notified by one party to the other from time to time.

**11.2** Any notice given by:

11.2.1 Letter posted:

- (a) within Australia to an address in Australia shall be deemed to have been given two Business Days after being deposited in the post; or
- (b) within Australia to an address outside of Australia (or vice versa) shall be deemed to have been given five Business Days after being deposited in the post.

11.2.2 Email shall be deemed served immediately upon completion of sending of the email (provided that the sender has not received an email advising of the failure of the email message to be communicated).

**11.3** In any event a notice shall be sufficiently given or served if actually received by a party or a party's solicitor or if sent to or left at a party's registered office.

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## **12. CONFIDENTIAL INFORMATION**

**12.1** Neither party will, without the prior written consent of the other, disclose any details or information acquired directly or indirectly as a result of the relationship contemplated by this Agreement to any person, or use the same for its own benefit, other than as contemplated in this Agreement.

**12.2** Clause 12.1 will not apply to any information to the extent:

- 12.2.1 To which the recipient can clearly show as independently available to the recipient from a third party having the right to disclose it;
- 12.2.2 To which it, at the time of execution of this Agreement was, or subsequently has become, in the public domain (through no fault of the recipient);

12.2.3 The recipient is obliged by law to disclose it, provided that the recipient promptly advises the disclosing party of the legal obligation to disclose and provides all assistance required by the disclosing party to the challenge the disclosure obligation; or

12.2.4 That the parties agree in writing will be exempt from the provisions of this Clause 12.

**12.3 Each party will:**

12.3.1 Take all necessary steps at all times to ensure the non-disclosure and confidentiality of other party's confidential information; and

12.3.2 Require its officers, employees and agents not to disclose or copy any of the other party's confidential information for any purpose except as permitted under this Agreement.

12.4 The obligations under this clause 12 will survive termination of this Agreement.

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**13. ASSIGNMENT**

13.1 Neither party can assign or otherwise transfer the benefit of these terms without the other's prior written consent (which will not be unreasonably withheld).

13.2 Vantage may assign or otherwise transfer the benefit of this Agreement at any time to one of its related bodies corporate or to any entity which succeeds our business, without the Affiliate's consent. Vantage will notify the Affiliate in writing of any such assignment within a reasonable period.

13.3 If there is a material change in your management, ownership or control, including any change in the Affiliate's directors or shareholders, trustees or beneficiaries (as relevant), such an event will constitute an assignment under this clause 13 and will require Vantage's consent.

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**14. GENERAL**

14.1 This Agreement constitutes the entire agreement between the parties and no earlier representation or agreement relating to any matter dealt with in this Agreement will have any force or effect from the Commencement Date.

14.2 Neither party will be liable to the other for any breach or failure to perform any of its obligations under this Agreement where such breach is caused by any cause beyond that party's reasonable control (Force Majeure Event) provided that the affected party uses its best endeavours to mitigate the Force Majeure Event. If the Force Majeure Event continues for more than 10 Business Days, the party not suffering the Force Majeure Event may terminate this Agreement immediately.

14.3 No delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence by either party in respect of any breach of the other party's obligations under this Agreement is to operate as a waiver of or prevent the subsequent enforcement of that obligation or

be deemed a delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence in respect of, or a waiver of, any subsequent or other breach.

- 14.4** Each party will sign all documents and do all things reasonably required by the other party to give effect to the terms and intentions of this Agreement.
- 14.5** If any provision of this Agreement is invalid or unenforceable, the provision shall be severed from the remainder of this Agreement and shall not render the remainder invalid or unenforceable.
- 14.6** Vantage may change any of these Terms by providing the Affiliate with at least 7 days' written notice. The notice must explain the general nature of the changes and enclose a copy of the updated Terms with the changes included. The Affiliate's continuing participation in the Affiliate Program following expiry of the notice period will be taken as the Affiliate's acceptance of the changes.
- 14.7** This Agreement may be executed in two or more counterparts each of which will be deemed to be an original, but all of which when taken together will constitute one and the same instrument.
- 14.8** This Agreement is governed by the law of New South Wales (NSW). The parties submit to the non-exclusive jurisdiction of the courts of NSW and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.
- 14.9** Should there be any inconsistency between the English and Chinese translation of this Agreement, the English translation shall prevail to the extent of the inconsistency.

**AFFILIATE AGREEMENT**

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**EXECUTED** as an Agreement

Executed by **Vantage Global Prime Pty Ltd**

In accordance with section 127(1) of the Corporations Act 2001:

Signature: \_\_\_\_\_

Name:

Title: Director

Signature: \_\_\_\_\_

Name:

Title: Director

Executed by the Affiliate

In accordance with the laws of the country in which the Affiliate is located.

Signature: \_\_\_\_\_

**Affiliate name:**

**Schedule 1****Section A: Affiliate Details**

Commencement Date:	
Company name:	
Trading name:	
Address for notices:	
Postal address:	
Phone numbers (fixed and mobile):	
Email address:	
Person/s authorised to act on behalf of the Company: [include full name, address, email address and mobile number for each person]	
Affiliate Bank Account details:	
Currency:	<b>USD</b>

## AFFILIATE AGREEMENT

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### Section B: Commission

COUNTRY TIERS	CPA CONDITIONS	MONTHLY QUALIFIED ACCOUNT	CPA
<b>TIER 1</b>			
Australia, Canada, Germany, Denmark, Switzerland, UK, Norway, France, Netherlands, Sweden, Austria, Ireland	- Minimum deposit of \$500 - 2 Standard FX Lots Traded	01 – 29 30 – 49 50+	CPA \$600 CPA \$600 + \$3,000 monthly bonus <sup>3</sup>  CPA \$600 + \$10,000 monthly bonus <sup>3</sup>
<b>TIER 2</b>			
Hong Kong, Finland, Singapore, Italy, Spain, Portugal, UAE, Kuwait, Qatar, Cyprus, Saudi Arabia, Malaysia, Israel	- Minimum deposit of \$500 - 2 Standard FX Lots Traded	01 – 29 30 – 49 50+	CPA \$400 CPA \$400 + \$3,000 monthly bonus <sup>3</sup>  CPA \$400 + \$10,000 monthly bonus <sup>3</sup>
<b>TIER 3</b>			
Czech Republic, Slovak Republic, Poland, Taiwan, Colombia, Thailand, Mexico, Greece, South Africa	- Minimum deposit of \$500 - 2 Standard FX Lots Traded	01 – 29 30 – 49 50+	CPA \$300 CPA \$300 + \$3,000 monthly bonus <sup>3</sup>  CPA \$300 + \$10,000 monthly bonus <sup>3</sup>
Other Countries	- Minimum deposit of \$500 - 2 Standard FX Lots Traded	-	CPA \$200

#### Important Notes:

1. All amounts referred to are in United States Dollars (USD), unless stated otherwise.
2. The standard size for 1x FX lot is 100,000 units of currency.
3. The monthly bonus will **ONLY** be paid if:
  - a. if the number of Qualified Introduced Clients in a given month is equal or greater than the minimum referred Qualified Introduced Clients; AND
  - b. the Net Deposits for that month generated by those Qualified Introduced Clients is at least 2.5 times (2.5x) the accrued CPA payment for that month.

**Schedule 2****Affiliate Services**

Item	Name of arrangement	Description of arrangement	Details of services to be provided by the Affiliate pursuant to the arrangement
A	Affiliate arrangement	An arrangement where the Affiliate devotes its time and resources to market the Vantage Platform and other services offered by Vantage, and identify prospective Clients of Vantage, as directed and in the manner specified by Vantage.  Vantage will provide Marketing Materials to the Company in its sole discretion.	

### Schedule 3

#### Marketing Communication Guidelines

#### Vantage Global Prime Pty Ltd Marketing Communication Guidelines for Affiliates.

##### 1. INTRODUCTION

- 1.1 These Marketing Communication Guidelines form an integral part of the Agreement and may be amended from time to time. The current version is available at <http://https://www.vantagefxpartners.com/> website, and as may be amended from time to time.
- 1.2 The Marketing Communication Guidelines are designed to provide guidance to Affiliates when promoting Vantage in any kinds of marketing communications. When following these Marketing Communication Guidelines, you help us strengthen our corporate and brand identity.
- 1.3 Terms used but not otherwise defined in these Marketing Communication Guidelines shall have the same meaning as in the Affiliate Agreement.
- 1.4 In these Marketing Communication Guidelines 'you' means the Affiliate who has entered into this Agreement. 'your' and 'yours' shall be construed accordingly.
- 1.5 Vantage's core principle regarding Marketing Communication, is that all information needs to be fair, clear, not misleading and not aggressive.

##### 2. KEY GUIDELINES

- ✓ In any Marketing Communication always include a risk warning.
- ✓ Do not guarantee or promise profits or guarantee against losses.
- ✓ Do not use absolute statements.
- ✓ Always state that the Vantage electronic trading platform only offers CFD trading.
- ✓ Always mention that Vantage is operated by Vantage Global Prime Pty Ltd, which is regulated by the Australian Securities and Investments Commission (ASIC) under AFSL No. 428901.

##### 3. GENERAL GUIDELINES

###### 3.1 Websites

✓ You can advertise Vantage only on websites or webpages related to financial markets, news or other financial related services/products that offer trading information.

✗ You cannot advertise Vantage on websites or webpages or other sources which include content that promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability and/or any other kind of website that uses unprincipled or inappropriate advertising methods.

###### 3.2 Marketing Tools

You are allowed to use the official Vantage marketing tools. If you would like to use your own material then this must be provided to the relevant affiliate manager, who will ensure to communicate this to Vantage and receive the relevant approval and/or comments. Any such material must at all times be pre-approved by Vantage in writing prior to publication.

### 3.3 Risk Warning

- 3.3.1 Always notify the potential client of the risk associated with the services offered in the marketing communication.
- 3.3.2 Whenever you mention Vantage or Vantage FX in any Marketing Communication, you must include a risk warning:

***CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.***

OR in case of limitation of space the risk warning can be:

***You should consider whether you can afford to take the high risk of losing your money.***

OR

***CFDs trading carries high levels of risk to your capital.***

- 3.3.3 Format of risk warning: clearly readable, in a prominent place and with visible colours.
- 3.3.4 Even if you are using a promotional “button” which redirects a potential client to Vantage, then the risk warning must be positioned below or close to such button and be clearly visible to the potential clients.

### 3.4 Do not guarantee or promise profits or guarantee against losses

- 3.4.1 Trading CFDs does not always result in profits and involves a significant risk of loss of all of clients' funds invested, therefore no profits can be guaranteed. Do not imply that trading can be a way of guaranteed returns and do no guarantee that no losses shall be incurred by the potential clients. In addition, do not guarantee that you are able to assist clients who have suffered losing trades in recovering losing positions.
- 3.4.2 Present opportunities and risks in a balanced manner.

<p>✗ Do not use: ‘easy’ or ‘simple’ in relation to trading, ‘trading can be an easy process’</p>	<p>✓ Use: ‘Easy’ in relation to the platform usage or tools;</p>
<p>✗ Do not use: ‘secure trading’, ‘providing traders with the ability to safely trade’</p>	<p>✓ Use: ‘Security’ if you refer to the IT security of Vantage’s systems or trading platforms;</p>
<p>✗ Do not use: ‘trading profits’, ‘use your spare time to earn money’, ‘you can become a profitable trader’, ‘profit anytime and anywhere’, ‘more income’, ‘risk free trading’, or pictures of money.</p>	<p>✓ Use: ‘Risk free’ if you refer to the demo account only.</p>

### 3.5 Do not use absolute or unqualified statements

<p>✗ Do not use: ‘best’, ‘highest’, ‘complete control’, ‘control the market’ or testimonials that do not reflect the real opinion of the individual(s) involved.</p>	<p>✓ Use: ‘one of the best’, ‘high’, ‘one of the highest’ ‘one of the top’.</p>
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### 3.6 Regulation

- 3.6.1 Always mention that Vantage is licensed by the Australia Securities and Investments Commission ('ASIC').

<b>✗ Do not use:</b> 'Vantage is fully licensed by ASIC'.	<b>✓ Use:</b> 'Vantage is licensed/regulated/ authorized by ASIC'.
<b>✗ Do not use the ASIC logo</b>	

### 3.7 Language

- 3.7.1 If your website is in a language other than English, all the relevant warnings and disclosures specified in these Marketing Communication Guidelines must be fully translated accordingly, in a correct and not misleading manner.

### 3.8 Contracts for Difference (CFDs)

- 3.8.1 Vantage platform offers CFDs trading, therefore it needs to be clear in any Marketing Communication that the potential clients will trade CFDs and not the related underlying financial instrument, and that at no times shall a delivery of or transfer of title to the underlying financial instruments shall be made to the potential clients.
- 3.8.2 Whenever writing about Vantage you need to make sure that the word 'CFDs' is mentioned.

<b>✗ Do not use:</b> Trade shares, forex, commodities, and Indices with Vantage.	<b>✓ Use:</b> Vantage offers CFDs on shares, forex, commodities, and indices.
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### 3.9 Audience

- 3.9.1 Vantage's services and products traded, are only available to individuals who are at least 18 years old.
- 3.9.2 CFDs are complex financial instruments and can only be marketed to people who would possess the necessary level of knowledge and experience.

**✗ Do not use:**  
 'no experience needed', 'you do not need any experience or understanding in order to be successful and trade profitably', 'this platform is built in such a way that satisfies every type of trader, even beginners who are just starting to trade...' or any similar language.

### **3.10 No investment advice or portfolio management**

- 3.10.1 Vantage is **NOT** authorized to provide the investment service of investment advice or portfolio management.
- 3.10.2 Always use your correct personal information. Do not use false personal information that could mislead clients and/or potential clients, such as false names, postal and email addresses.
- 3.10.3 Do not contact the same client using different email addresses or phone numbers.
- 3.10.4 Ensure you have clients' prior consent when sending marketing communication concerning Vantage or Vantage.

### **3.11 Banned Jurisdictions**

- 3.11.1 Vantage restricts offering its services to certain jurisdictions or countries and considers them as banned countries. Contact your Affiliate manager for more information or the list of the banned jurisdictions.
- 3.11.2 Vantage may from time to time monitor all of its Affiliates' websites to ensure compliance with these Marketing Communication Guidelines. You may therefore be contacted at any time by your affiliate manager to amend and/or remove material as Vantage may deem appropriate. If that is the case, you must comply within 24 hours. If you face any issues with the timely compliance, this should be immediately communicated to your affiliate manager who will ensure to communicate this to Vantage, for extension of the timeframe.

### **3.12 Representation**

The Affiliate shall under no circumstances present itself as being operated and/or representing and/or being the agent and/or employee of the Company. The relationship between the Company and the Affiliate shall be that of independent parties. To that extent, it shall not use the Company's name in a way as to give to the public and/or the regulator the impression of the above. The Affiliate shall refrain from using the Company's name or the Company's brands' name in communication with the potential clients such as in email communication in a way that it appears that the communication is being send by the Company and/or on behalf of the Company.

<input checked="" type="checkbox"/> Do not use: Partner, Advisor	<input type="checkbox"/> Use: Affiliate
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These Marketing Communication Guidelines may be updated at any time, as regulatory bodies may change legislation and/or interpretation of legislation, and consequently you will need to comply with the updated Marketing Communication Guidelines at all times.