

To be an authorized affiliate of BINARYAFFILIATES, you agree to abide by the terms and conditions contained in this agreement.

Please read this agreement carefully before registering and using the BINARYAFFILIATES service as an affiliate. By signing up for the BINARYAFFILIATES affiliate program, you indicate your acceptance of this agreement and its terms and conditions.

Terms & Conditions

AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is made by and between BinaryAffiliates.com Ltd. (BinaryAffiliates), and the entity registered to be a "BinaryAffiliates Affiliate" ("AFFILIATE") on the registration page (the "Registration Page") located at BinaryAffiliates.COM (the "Trading Site"). This Agreement shall govern the terms and conditions pursuant to which AFFILIATE shall promote and market the "BinaryAffiliates.com", including but not limited to, the BinaryAffiliates's Platform (collectively, the "Platforms").

1. RESPONSIBILITIES OF AFFILIATE.

1.1. Activities. AFFILIATE will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to (a) promote and market, within such territory as may be specified by BinaryAffiliates, in its sole discretion, and communicated to AFFILIATE via e-mail ("Territory"), the Platforms on those websites with respect to which AFFILIATE has or will have a marketing arrangement (the "Websites"), and (b) identify for BinaryAffiliates prospective users of the Platforms within the Territory to which AFFILIATE has actively promoted the Platforms via the Websites (each, a "Lead"). In no event shall AFFILIATE engage in any marketing or promotional activity related to BinaryAffiliates, any BinaryAffiliates Related Entity (as hereinafter defined) and/or any Platform in any area, location, territory or jurisdiction outside of the Territory. In no event shall AFFILIATE engage in any offline marketing or promotional activity related to BinaryAffiliates, any BinaryAffiliates Related Entity and/or any Platform (Offline marketing). In the event AFFILIATE is engaging in Offline Marketing, BinaryAffiliates will transfer AFFILIATE with immediate effect and without notice to an offline AFFILIATE account manager whereby AFFILIATE will be given the option to become an offline AFFILIATE or have his/her AFFILIATE account closed. Subject to Section

1.1.2, AFFILIATE shall bear all costs and expenses for such activities unless otherwise determined by BinaryAffiliates, in its sole discretion. As used herein, "Related Entity" shall mean, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Party; 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.

1.2. Creative.

1.2.1. Provided by BINARYAFFILIATES . BinaryAffiliates will provide to AFFILIATE copies of or access to such creative or other marketing and/or promotional materials relating to BinaryAffiliates, BinaryAffiliates Related Entities and/or the Platforms as BinaryAffiliates deems necessary or appropriate (the "Creative"). The Creative is provided AS IS AND WITHOUT WARRANTY of any kind.

1.2.2. Use of Creative. AFFILIATE may display the Creative on the Websites solely for the purpose of marketing and promoting BinaryAffiliates, BinaryAffiliates Related Entities and the Platforms in the Territory during the term of this Agreement, or until such earlier time as BinaryAffiliates may, upon reasonable prior notice, instruct AFFILIATE to cease displaying the Creative. AFFILIATE may not (a) alter, amend, adapt or translate the Creative without BinaryAffiliates 's prior written consent or (b) remove or alter any TM, copyright or other proprietary notice or designation, including without limitation, any BinaryAffiliates Mark (as defined in Section 4.2 below) contained in or displayed on any Creative. Nothing contained within any Creative shall in any way be deemed a representation or warranty of BinaryAffiliates or any BinaryAffiliates Related Entity with respect to the Platforms.

1.3. Restrictions on E-Mail Marketing. In no event shall AFFILIATE engage in any e-mail marketing or promotion with respect to BinaryAffiliates, any BinaryAffiliates Related Entity and/or any Platform except as expressly set forth herein. In the event that AFFILIATE has an "opt-in" e-mail address list whereby the individuals or entities on the list have expressly elected to receive e-mails from AFFILIATE (an "Opt-in List"), AFFILIATE may make a written request to BinaryAffiliates to send e-mails regarding BinaryAffiliates, BinaryAffiliates Related Entities and/or the Platforms to the individuals or entities on the Opt-in List, in each instance. If BinaryAffiliates has not responded in writing within twenty (20) business days after receipt of such request, AFFILIATE shall provide BinaryAffiliates with written notice of such failure to respond, and such request shall be deemed to have been denied if BinaryAffiliates has not responded within ten (10) business days of receiving such notice. In the event BinaryAffiliates approves such request, AFFILIATE shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail marketing and "spamming". Without limiting the generality of the foregoing, AFFILIATE shall (a) not send any e-mail regarding BinaryAffiliates, BinaryAffiliates Related Entities and/or the Platforms: (i) to any individual or entity that has not requested such information; (ii) to any type of "Safe List" or through any type of "Safe List" service; or (iii) as part of a confirmation or thank you letter as a result of a posting to a classified advertisement website or a "Free for All Links" website and (b) always include "unsubscribe" information at the top and bottom of any e-mail regarding BinaryAffiliates, BinaryAffiliates Related Entities and/or the Platforms.

1.4. Other Prohibited Activities. In addition to the restrictions of Section 1.3 above, AFFILIATE shall not (a) engage in any fax, broadcast or telemarketing with respect to BinaryAffiliates, BinaryAffiliates Related Entities and/or the Platforms, (b) make any "use of scumware" (as hereinafter defined) or use any other predatory advertising or marketing methods in any of its dealings relating to BinaryAffiliates, BinaryAffiliates Related Entities and/or to the Platforms, (c) make any false, misleading or disparaging representations or statements with respect to BinaryAffiliates, BinaryAffiliates Related Entities or the Platforms or (d) engage in any other practices which may affect adversely the high image, credibility or reputation of BinaryAffiliates, BinaryAffiliates Related Entities or the Platforms, 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. As used herein, "use of scumware" shall mean 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. (e) engage in content theft and/or spamming and/or BlackHat SEO techniques .

1.5. Compliance with Laws. In addition to, and without limiting the provisions of Sections 1.3 and 1.4 above, AFFILIATE shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

1.6. Duty to Inform. AFFILIATE shall promptly inform BinaryAffiliates of any information known to AFFILIATE related to any Leads or the Platforms that could reasonably lead to a claim, demand or liability of or against BinaryAffiliates and/or the BinaryAffiliates Related Entities by any third party.

2. COMMISSIONS.

With respect to each Active Lead (as hereinafter defined), AFFILIATE shall be entitled to receive the Commissions as set forth on Exhibit 1 hereto (the "Commissions"). The Commissions set forth on Exhibit 1 may be increased based on high performance of AFFILIATE according to management discretion. In this case, AFFILIATE will be advised directly by email. The Commissions shall be due and payable within forty five (45) days after the end of the applicable month provided all AFFILIATE account details as stated in the registration page are correct. Payment has to be made to the owner of the AFFILIATE account only. If a company name is entered into the company name field, the company has to issue an invoice by the 5th day of the applicable month. BinaryAffiliates reserves the right to modify the Commissions and/or the payment terms at any time upon reasonable advance notice to AFFILIATE. As used herein, an "Active Lead" shall mean a Lead that (a) BinaryAffiliates has attributed to AFFILIATE pursuant to BinaryAffiliates 's customary tracking protocols, including but not limited to, the use of AFFILIATE-specific "gateway" identifications, the use of separate reference pages, cookies, attributions questions or otherwise, (b) has successfully registered with the applicable Platform(s), (c) has deposited appropriate monetary funds with the applicable Platform(s), using

the payment methods designated by the applicable Platform(s)' management and (d) has complied with all applicable legal, administrative and regulatory requirements.

3. TERMINATION.

3.1. Termination may terminate this Agreement at any time, with or without cause, effective immediately upon notice by email to AFFILIATE.

3.2. 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, as defined in Section 5); (b) AFFILIATE shall immediately cease displaying any Creative on any Website or otherwise and (c) all rights granted to AFFILIATE hereunder will immediately cease. AFFILIATE shall be entitled to receive any Commissions owing to AFFILIATE up to the effective date of termination pursuant to terms and conditions of this Agreement, during the three (3) month period immediately following the effective date of termination of this Agreement unless termination is due to fraudulent accounts/activity. If an account is closed due to fraudulent or prohibited activities, Commissions received from the lifetime trading activity of the closed account will be withdrawn.

3.3. Survival. Sections 3.2, 3.3 and 4 through 9 shall survive the termination or expiration of this Agreement.

4. PROPRIETARY RIGHTS.

4.1. Proprietary Rights of BinaryAffiliates. As between AFFILIATE and BinaryAffiliates, the BinaryAffiliates Marks (defined below), the Creative, all demographic and other information relating to Leads, Active Leads, the Platforms and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, web sites, and any additional intellectual or other property used by or on behalf of BinaryAffiliates or otherwise related to the Platforms, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, " BinaryAffiliates Property") shall be and remain the sole and exclusive property of BinaryAffiliates. To the extent, if any, that ownership of any BinaryAffiliates Property does not automatically vest in BinaryAffiliates by virtue of this Agreement, or otherwise, AFFILIATE hereby transfers and assigns to BinaryAffiliates, upon the creation thereof, all rights, title and interest AFFILIATE may have in and to such BinaryAffiliates Property, including the right to sue and recover for past, present and future violations thereof.

4.2. BinaryAffiliates 's Marks. During the term of this Agreement, BinaryAffiliates hereby grants to AFFILIATE a limited, revocable, non-exclusive and non-transferable license to display the names and trademarks associated with the Platforms (collectively, the " BinaryAffiliates Marks"), solely as necessary to perform AFFILIATE's obligations under this Agreement. AFFILIATE acknowledges and agrees that: (a) it will use the BinaryAffiliates Marks only as permitted hereunder; (b) it will use the BinaryAffiliates Marks in a lawful manner and in strict compliance

with all format(s), guidelines, standards and other requirements prescribed by BinaryAffiliates; (c) the BinaryAffiliates Marks are and shall remain the sole property of BINARYAFFILIATES ; (d) nothing in this Agreement shall confer in AFFILIATE any right of ownership in the BinaryAffiliates Marks and all use thereof by AFFILIATE shall inure to the benefit of BinaryAffiliates; and (e) AFFILIATE shall not, now or in the future, contest the validity of any BinaryAffiliates Mark or use any term or mark confusingly similar to any BinaryAffiliates Mark.

5. CONFIDENTIALITY.

Each Party acknowledges and agrees that any and all information associated with the other Party's business and not publicly known, including, but not limited to, 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 ("Confidential Information"), whether or not marked as confidential or proprietary. 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.

6. DISCLAIMER OF WARRANTY.

BINARYAFFILIATES MAKES NO WARRANTIES HEREUNDER, AND BINARYAFFILIATES 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, BINARYAFFILIATES 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

UNDERSTANDS AND AGREES THAT THE PLATFORMS MAY NOT SATISFY ALL OF THE LEADS' REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION.

7.1. Limitation of Liability. BINARYAFFILIATES 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 BINARYAFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, BINARYAFFILIATES 'S LIABILITY TO AFFILIATE UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE AMOUNTS PAID TO AFFILIATE BY BINARYAFFILIATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEEDING 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.

7.2. Indemnification

7.2.1. AFFILIATE. AFFILIATE agrees to indemnify, defend and hold harmless BinaryAffiliates and the BinaryAffiliates 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's breach of any representation, warranty, obligation or covenant under this Agreement; (b) AFFILIATE's gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to BinaryAffiliates, BinaryAffiliates Related Entities and/or the Platforms granted by AFFILIATE to any Lead or other third party.

7.2.2. Notice. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide AFFILIATE 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 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.

8. NON-EXCLUSIVE REMEDIES.

In the event (a) AFFILIATE markets or promotes BinaryAffiliates, any BinaryAffiliates Related Entity or any 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 BinaryAffiliates under this Agreement and under applicable law, BinaryAffiliates 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's engagement hereunder, (iii) receive a prompt refund of all amounts paid to AFFILIATE hereunder and (iv) be indemnified for any losses, damages or liability incurred by BinaryAffiliates in connection with such violation, in accordance with the provisions of Section 7 above.

9. GENERAL PROVISIONS.

9.1. 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.

9.2. 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.

9.3. 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) by e-mail to the Party to which the same is directed and/or (b) by telephone call to the respective telephone numbers of the Parties as set forth on the Registration Page.

9.4. 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.

9.5. 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.

9.6. Amendments and Modifications. BinaryAffiliates reserves the right at all times to vary, change, alter, amend, add to or remove any of these terms and shall be valid with immediate effect once posted on the BinaryAffiliates site. By browsing the Website you accept that you are bound by the current terms and conditions and notices and we therefore recommend that you check these each time you revisit the site. The current draft of these terms and conditions was adopted and published on the D a t e. OR We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice on the BinaryAffiliates site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION ARE UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING POSTING OF THE NEW TERMS AND CONDITIONS OR FOLLOWING POSTING OF A CHANGE NOTICE THE BINARYAFFILIATES SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

9.7. 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 shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without BinaryAffiliates 's prior written consent, to be given or withheld in BinaryAffiliates 's sole discretion.

9.8. Applicable Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of the UK. 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 the UK, 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 hereby fully agrees with all terms and provisions.