

Affiliation Agreement

Your consent to the terms of this Agreement with Tradeo ("Tradeo" and/or "Company") is signified by clicking the box entitled "I have read and agreed to the Affiliation Agreement" in our Affiliate Sign-Up Form.

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT PROMOTE THE SITE.

1. Definitions

Account: The uniquely assigned account that is created for Trader when he/she opens a Trader's Account at any of the Company's Sites.

Affiliate: A person or entity that has received an email confirmation from Company, as determined by Company at its sole discretion, that it is included in the Program, and it has received a Tracker ID linked to the Site(s) in accordance with the terms of this Agreement.

Affiliate Fee: The amount due and payable to Affiliate, based solely and exclusively on the Company's system's data and calculations, in accordance with the Compensation Plan selected by the Affiliate on the Affiliate Sign Up Form when signing up and/or activating additional Tracker IDs, or according to the Compensation Plan determined by the Company, if different from the Compensation Plan selected by Affiliate.

Affiliate Section: The area of the Site(s) that is accessible to Affiliate where Affiliate may check stats, register Referred Affiliates and Sub-Affiliates, update profile, create additional Tracker IDs, select Banners and other functions. Affiliate may open under the Affiliate Section a sub account, in which it may grant limited access to certain participants which work with Affiliate, where such participants may check stats, Fees balance and other functions provided by the Company, at its sole and absolute discretion. The Company reserves the right to add and/or remove any tools from the Affiliate Section at any time, at its sole and absolute discretion.

Banners and Text Links: Any means of graphics, pictures, animation, artwork or text that an Affiliate uses to hyperlink Traders from Affiliate's website to the Site(s).

Compensation Plan: CPA Plan or Revenue Sharing Plan.

Company Marks: means registered and unregistered trademarks, service marks, trade names, service names and logos of the Company and its suppliers placed on the Tradeo Platform or otherwise used with respect to the Tradeo Platform or the Sites by the Company and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, metatags and universal resource locators owned or used by the Company and any other Mark as may be used by the Company, from time to time.

Gross Revenue: The aggregate Spreads actually received by the Company from each Trader solely as a result of activity in the Tradeo Platform, less any Bonuses given to Traders, Charge Backs, or any un-collectable revenue attributable to the Trader. For the avoidance of all doubt, the Parties hereby agree that the fees hereunder and any revenue share is from the net profit spread (The aggregate Spreads actually received by the Company from each Trader solely as a result of activity in the Platform, less any bonuses given to traders, charge backs, or any un-collectable revenue attributable to the trader and also net of any and all costs, such as, but not limited to, marketing, sales and any other costs) and is only for foreign currencies trades (FX) and **not** applicable to CFD trades (stocks and/or commodities and/or indices).

Fraud Traffic: Any deposits, Gross Revenue or traffic generated at the Site(s) through illegal means or in bad faith to defraud the Company, regardless of whether or not it actually causes harm to the Company. 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 Fee directly or indirectly with Traders, and any other unauthorized use of any third party accounts, copyrights or trademarks.

Program: Company Affiliate Program located at www.Tradeo.com

Qualified Trader: A human user who was directed by the Affiliate and identified by a Tracker ID assigned to such Affiliate; provided that: (i) such Affiliate is confirmed by Company as included in the Program and is linked to the Site(s) in accordance with this Agreement, and (ii) such user has been approved by the Company and has made a minimum real money deposit that shall be specified on the Program from time to time, and (iii) with respect the CPA Plan only, the Company has collected from such user Spreads in the amount that shall be specified on the Program from time to time (iv) such user is not already registered to the Site under a different name or through a different identity and (v) has uploaded all documents to the full satisfaction of the Company and has traded at least 2 lots. It is hereby clarified that neither an Affiliate nor any of its affiliated parties are eligible to become Qualified Traders under such Affiliate's Tracker ID(s), and should Affiliate or any of its affiliated parties do so register, Affiliate will not be eligible to receive the applicable commission or any other compensation whatsoever. For the purposes hereof, the term "affiliated party" shall mean any of the following: (i) any member of Affiliate's immediate family; (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 Affiliate.

CPA Plan: An Affiliate compensation plan where Affiliate shall be paid according to the number of Qualified Traders referred by him to the Site(s) which Qualified Traders actually opened an Account with the Company after clicking on a Tracking URL used by Affiliate or entered the sign up bonus code assigned to Affiliate when they signed up.

For example, if an Affiliate is entitled to receive \$100 per Qualified Trader, and Affiliate referred 10 Traders in a certain month, 8 of which are Qualified Traders, Affiliate shall receive in such month $8 \times 100 = \$800$.

It is hereby clarified that in the event that in the following month, one of the Traders shall become a Qualified Trader, Affiliate will be entitled to be paid from such Qualified Trader in such month.

Revenue Sharing Plan: An Affiliate compensation plan where the compensation payable to Affiliate is calculated as a percentage of the Gross Revenue attributed to such Affiliate.

Site(s): www.Tradeo.com and any other website as may be added by the Company, in its sole and absolute discretion, from time to time.

Spam or Unsolicited Promotions: Any emails or any other messages that are circulated by Affiliate, directly or indirectly, including messages that are posted on newsgroups, chatboards and other types of online forums and which: (i) are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Affiliate; (ii) contain false or misleading statements; (iii) do not truthfully identify the source or the originating IP Address from which it was sent; or (iv) do not provide the recipient with an option to easily "Remove" it from receiving future mailings or promotions.

Spread: The difference between the Buy price and the Sell price of a certain instrument at the time the Trader opens a position on the Tradeo Platform.

Sub-Affiliate: Any person or entity, which Affiliate referred to this Affiliate Program and which was approved by the Company, and for which Affiliate will determine and instruct the Company which portion of its Affiliate Fees shall be due to such Sub-Affiliate, and the Company shall pay Sub-Affiliate directly such portion of Affiliate Fees.

Referred -Affiliate: Any person or entity, which Affiliate referred to this Affiliate Program and which was approved by the Company, and for which, Affiliate will receive compensation based on the Gross Revenues generated by Traders referred to the Site by such Referred-Affiliate, provided however that as a precondition to each Affiliate being considered a Referred-Affiliate of another Affiliate, such Referred-Affiliate shall be required to declare, together with the application for this Affiliate Program, which of the existing Affiliates has referred him, and shall only be entitled to name one such referring Affiliate. If the Company shall select to accept such new Affiliate it shall also notify the referring Affiliate of such referral.

Tracker(s) ID: The unique Tracking ID, which is related to the Tracker URL or sign up bonus codes that we provide exclusively to you, through which we track and calculate Affiliate Fees.

Tracking URL: A unique hyperlink to the Site(s) enabling Affiliates to refer potential Traders to the Site(s), and enables Company to identify the Affiliate that has referred such specific Trader for the purpose of calculating the Affiliate Fees.

Trademarks: All trademarks, service marks and logos displayed on the Site(s).
Tradeo

Platform: The Company's technology dedicated for online trading, allowing participants to trade online either for fun or for real money, and including the Company's billing, support, retention and promotion services and activities.

Trader(s): Any user of the Tradeo Platforms.

2. Affiliate Program

2.1 Each Affiliate shall choose whether to sign up for the Revenue Sharing Plan or the CPA Plan and such decision shall be final. Under no circumstances may an Affiliate change the Compensation Plan to which it has signed up. Notwithstanding the above, the Company may change the Compensation Plan of each Affiliate, at any time and at its sole and absolute discretion by sending such Affiliate a notice to such effect by email. In the event Affiliate does not agree to such change, it shall notify the Company by e-mail within three (3) days, and the Agreement shall terminate immediately. In the event Affiliate does not reply within three (3) days from the notice, it shall be deemed as an approval to such change in the Compensation Plan. It is hereby clarified that Affiliate will continue to receive payment with respect to Traders identified by a Tracker ID prior to the date of any such change in the Compensation Plan, in accordance with the applicable Compensation Plan at the date such Traders registered to the Site(s).

2.2 According to the Compensation Plan the Affiliate selected or designated by the Company, as applicable, Affiliate shall be paid on a monthly basis the amounts to which Affiliate shall be entitled in accordance with the provisions of the sign up form which will appear in your Affiliate Section.

2.3 In addition to the above, each Affiliate may, subject to the Company's prior approval, refer Sub-Affiliates and/or Referred -Affiliates, provided such Sub-Affiliates and/or Referred Affiliates are not registered as Affiliates under any other name or identification.

2.4 The Company shall exert its commercially best efforts to inform each applying affiliate whether the Company approves such affiliate's request and the Compensation Plan chosen by him within fourteen (14) days of its application to join the Affiliate Program.

2.5 All costs in whatsoever nature of Affiliate shall be borne solely by Affiliate and the Company shall under no circumstances participate in such costs.

2.6 By this Agreement, we grant you the non-exclusive right to direct customers and/or potential Affiliates to the Site(s), in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of services arising from your referrals, and we intend to contract with and obtain the assistance of other Affiliates to perform services of the same or similar nature as yours. You shall have no claims to fees originated from Traders and/or Affiliates not referred solely by you.

3. Tracking; Payment

3.1 Company tracks, Traders' activity for purposes of calculating each Affiliate's Fees. The form, content and frequency of the reports may vary from time to time in our sole discretion. Upon conclusion of each report Affiliate will receive a report setting forth the number of new Qualified Traders signed up that month, per Tracker ID (for CPA Plan Affiliates), and/or the total amount of Gross Revenue collected from Qualified Traders that month, per Tracker ID (for Revenue Sharing Plan's Affiliates).

In addition, this information will be available to Affiliate online in real time, under password protection.

3.2 The Affiliate Fee shall be calculated as follows:

3.2.1 In the event that the Affiliate chose, and the Company approved, Revenue Sharing Plan for such Affiliate, the Affiliate Fee shall be that percentage of the Gross Revenue of the Qualified Traders referred in and tracked to such Affiliate, as shall be specified on the Affiliate Section, from time to time, at the Company's sole and absolute discretion.

The revenue share shall be attributed to the Affiliate whose details appeared on the confirmation notice sent to such Affiliate upon registration to the Program.

3.2.2 In the event the Affiliate chose, and the Company approved, CPA Plan for such Affiliate, the Affiliate shall be entitled to receive Affiliates Fees for each Qualified Trader referred by him to the Site(s), as shall be specified on the Affiliate Section, from time to time, at the Company's sole and absolute discretion.

3.2.3 Such fees shall be as appear in **Schedule A** attached hereto.

IN ADDITION TO ANY OTHER TERMS AND CONDITIONS SET FORTH ANYWHERE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, AFFILIATE SHALL NOT BE ENTITLED TO RECEIVE ANY PAYMENTS FOR ANY TRADER UNLESS AND UNTIL SUCH TRADER HAS BEEN APPROVED AND QUALIFIED AS A QUALIFIED TRADER.

FOR THE REMOVAL OF ANY DOUBT IT IS HEREBY CLARIFIED THAT THE COMPANY RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE, AT ANY TIME, ANY OF THE CRITERIA APPLYING TO ANY OF THE COMPENSATION PLANS, INCLUDING WITHOUT LIMITATION, SETTING ANY BASELINE, THRESHOLD, MINIMUM DEPOSITS/EARNINGS AND/OR OTHER REQUIREMENT(S) FOR QUALIFYING INTO ANY OF THE COMPENSATION PLANS AND/OR FOR RECEIVING ANY AFFILIATE FEES SET FORTH HEREUNDER.

Active and Non Active account – In the event of Activity desistence, It is hereby clarified that the Company will not have to continue and compensate the Affiliate. For any removal of doubt – any Affiliate that will generate less than 6 new Qualified Traders, directly or via Referred-Affiliates and/or Sub-Affiliates, in the last 6 months will be considered as non active.

3.3 Entitlement to Affiliate Fees. Notwithstanding anything to the contrary, Affiliate (whether under the Revenue Share Plan or the CPA Plan) shall be no longer entitled to receive Affiliate Fees (including Referred Affiliate Fees and Sub-Affiliate Fees) per any Trader carrying Affiliate's Tracker ID following 12 months from the date such Trader registered to the Site.

3.4 Referred-Affiliate Fees. Each Affiliate shall also be entitled to a fee equal to that percentage – as specified on the Affiliate Section, from time to time, of the Spreads earned by the Company originated by Traders carrying the Referred-Affiliate Tracker ID.

3.5 Sub-Affiliate Fees. The Company shall pay each Sub-Affiliate its fees in accordance with the instructions provided by Affiliate to the Company.

3.6 Time of Payment. Affiliate Fees will be payable within 30 days after the end of each calendar month, except that, in no event will the Company pay to an Affiliate an amount lower than \$500, and in the event such Affiliate balance at the end of a calendar month is below \$500, such balance shall be carried over and added to the next month's Affiliate Fees. In the event, the balance amount carried over does not total \$500 within six (6) consecutive calendar months, then the amount due will be voided and cancelled, and the Company may terminate this Agreement with no liability whatsoever to Affiliate.

3.7 Holdover for Fraud Traffic. In the event of any activity deemed suspicious by the Company at its sole determination, in your Account or in multiple Accounts, the Company may delay payment of the Affiliate Fees to you for up to 30 days to verify the relevant transactions and in the event the Company determines the activity to constitute Fraud Traffic, the Company shall recalculate or withhold your Affiliate Fees accordingly and in its sole discretion. It is hereby clarified that in any event the Company shall determine that Affiliate is somewhat involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to the Company, including without limitation to the Site(s), Account(s), Bonus(es) and/or Qualified Traders, the Company shall have the right, in addition to any other right or remedy available to it under this agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative, and immediately block Affiliate access to the Program, with no compensation to Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

3.8 Method of Payment. All payments will be due and payable in United States Dollars and/or EURO only. Payment will be made by check, wire or any other method chosen by the Company. Payments will be paid by PayPal for balances below USD \$1,000 and by bank wire transfer for balances above USD \$1,000. Charges for wires or courier charges for checks will be covered by Affiliate and deducted from the Affiliate Fee.

3.9 Trader Tracking. Affiliate represents that it is aware and agrees that Traders must link through a Tracking URL or enter a sign up bonus codes when signing up in order for Affiliates (and Sub-Affiliates) to receive Affiliate Fees in relation to such potential Traders. In no event, shall the Company be liable and Affiliate specifically waives any claim or demand for failure of Affiliate or any Trader to use the right Tracker IDs or for potential Traders' failure to properly enter a sign up bonus codes. Affiliate understands and agrees that it shall not receive credit for Referred Affiliates and/or Sub-Affiliates unless expressly registering them under Affiliate.

3.10 Disputes. Deposit of payment check, acceptance of payment transfer or acceptance of other payment by Affiliate will be deemed full and final settlement of Affiliate Fees due for the calendar month indicated. Hence, if you disagree with the reports or amount payable, do NOT accept payment for such amount and immediately send the Company a written notice of your dispute. Dispute notices must be received within seven (7) days of the end of each month for which payment is made, or your right to dispute such report or payment will be deemed waived and you shall have no claims in such regard.

3.11 Trader Verification. Affiliate Fees in relation to new Qualified Traders will be dispatched only following Company's verification and checks concerning all new Traders.

3.12 It is Affiliate's sole responsibility to comply with any tax laws that apply to Affiliate Fees, and Affiliate consents that to the extent required by applicable law and regulations, Company may provide information regarding Affiliate's Fees to any government agency.

4. Additional Terms of Participation in the Program

4.1 Affiliate must provide true and complete information to the Company at all times including but not limited to, identity, contact information, payment instructions, nationality, residency, location and nature of marketing activities, and any other information that the Company may request from time to time.

4.2 Approved Marketing Materials. Without Company's prior written approval, Affiliate will only use our approved Banners and Text Links and will not alter their appearance. The appearance and syntax of the hypertext transfer link are designed and designated by us and constitute the only authorized and permitted representation of our site (collectively the "**Marketing Materials**"). Affiliate will not modify the Marketing Materials without Company's prior written consent. **AFFILIATE WILL BE SOLELY RESPONSIBLE FOR THE CONTENT AND MANNER OF ITS MARKETING ACTIVITIES. ALL MARKETING ACTIVITIES MUST BE PROFESSIONAL, PROPER AND LAWFUL UNDER APPLICABLE RULES OR LAWS.**

4.3 An Affiliate and its website, to the extent he operates through a website, may not be engaged, directly or indirectly, in conduct that Company, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Sites or detrimental to other users of the Sites, including without limitation, directly or indirectly: (a) Operation of an illegal business, site or subscription email list; (b) Engaging in any illegal activity of any type, including but not limited to displaying illegal content on the Affiliate's website or in the Affiliate's subscription emails or offering any illegal good or service through the Affiliate's website or subscription emails; (c) Operation of a website that contains or promotes content that is libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, or link to a website that does so; (d) Engaging in indiscriminate or unsolicited commercial advertising emails; (e) Placing links to any of the Sites in Spam or Unsolicited Promotions, banner networks, counters, guest books, IRC channels or through similar Internet resources; (f) Causing or enabling any transactions to be made that are not in good faith, including among others by means of any device, program, robot, hidden frames and redirects, and "bogus" traffic (in each case without derogating from other remedies Company may have in law, equity or otherwise); (f) Establishing or causing to be established, without the prior written consent of an authorized officer of Company, any promotion that provides any rewards, points or compensation for and any other activity that Company deems at its sole discretion to be of similar nature, or that allows third parties to place links to the Site(s); (g) Diluting, blurring or tarnishing the value of Trademarks; or (h) Offer any trader, whether directly or indirectly, any kind of rake back deal. The Company shall have the right, in addition to any other right or remedy available to it under this agreement or applicable law, to render the Tracking URLs assigned to such Affiliate inoperative, and immediately block Affiliate access to the Program, with no compensation to Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Company, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

4.4 AFFILIATE MAY NOT ACTIVELY TARGET MARKETING TO ANY PERSONS WHO ARE LESS THAN 18 YEARS OF AGE, REGARDLESS OF THE AGE OF MAJORITY IN THE LOCATION WHERE AFFILIATE IS MARKETING.

4.5 AFFILIATE MAY NOT ACTIVELY TARGET MARKETING TO ANY PERSON WHO IS A CITIZEN OR RESIDENT OF THE UNITED STATES OF AMERICA, AND ANY OTHER COUNTRIES WHICH WILL BE SPECIFIED ON THE SITE FROM TIME TO TIME, AS FORBIDDEN FOR TRADERS.

5. No Competitive Marketing

It is hereby clarified that you shall not be entitled to market to potential Traders (i) on any Internet site on which we promote any of the Sites; (ii) on any Internet search engine on which we promote any of the Sites; (iii) in any other manner which results in your competing with us in relation to the promotion of your website(s), including but not limited to the promotion of your website(s) through other Affiliates; and (iv) any other online software, application, or other platform enabling online trading similar to and/or competitive with the Tradeo Platform. In the event that you are in breach of the foregoing provisions, we reserve the right to render the Tracking URLs assigned to you inoperative and you shall have no claims against the site operators its owner or their directors, officers, shareholders or employees in respect of such action taken by us.

6. Links; Trademarks and Logos; Data

Subject to the terms of this Agreement, Affiliate may display a link on Affiliate's website, which website has been confirmed by Company as included in the Program, to the homepage(s) of the Site(s) (but no other page). Company grants to Affiliate, a nonexclusive, non-transferable, non-sublicensable limited license to display on such Affiliate's website the Company Mark for the sole purpose of providing a link from such Affiliate's site to the Site(s). No framing of any webpage of any of the Sites is permitted. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Company Mark(s) is limited to and arises only out of this license to use the Banners and Text Links. You and anyone on your behalf shall not assert the invalidity, unenforceability, or contest the ownership of any of the Company Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or our licensor's rights in the Company Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. The Trademarks are registered and unregistered trademarks of Company or others. Except as explicitly permitted in this Section, nothing in this Agreement or on any of the Sites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark. Unless otherwise approved in advance in writing by Company, Affiliate may not promote, whether directly or indirectly, any of the Company Marks. All Traders shall be considered as customers of Company only. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of all Traders, including Traders identified by a Tracker ID. Affiliate may not contact a Trader without receiving the Company written approval for such contact. If in the Company's opinion you either try to or do make contact with a Trader without the Company's written approval, the Company shall be entitled to immediately terminate this Agreement and to withhold all commissions owed to you at such time. Further, if following your receipt of Company's written approval for your contacting or corresponding with a Trader, Company deems that such contact or correspondence is against the interests of Company, Company shall have the right both to revoke the approval previously granted and to terminate this Agreement and to withhold all commissions owing to you at such time. Affiliate further agrees that Company will access information from or

about visitors to Affiliate's website, and may use such information for any purpose.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR DATA, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITES, COMPANY'S SERVICES, THE Tradeo PLATFORM, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY FAILURE OR MALFUNCTION OF ANY SOFTWARE, HARDWARE, COMMUNICATION TECHNOLOGY OR OTHER SYSTEM. COMPANY'S LIABILITY, AND THE LIABILITY OF COMPANY'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO AFFILIATE OR ANY THIRD PARTY(IES) IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF THE FEES PAID BY COMPANY TO AFFILIATE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.

8. NO WARRANTIES; INDEMNIFICATION

THE FOLLOWING DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM, THE SITE(S), LINKS IN THE SITE(S), OR THE SITE(S) BEING ACCESSIBLE OR FREE OF ERRORS, VIRUSES OR SECURITY THREATS.

Affiliate agrees to indemnify, defend and hold harmless Company and its subsidiaries, directors, officers, employees and suppliers from and against any and all liability, claims, costs, expenses, injuries and losses, including reasonable attorneys' fees and costs, arising directly or indirectly in connection with Affiliate's operations or website or out of any disputes between Affiliate and any other party relating to this Agreement, the Site(S) or to services provided by Company.

9. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE OR CONTRACT WITH WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AFFILIATION PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

10. Termination

10.1 This Agreement will take effect when you indicate your acceptance of this Agreement on the enrollment form and continue until terminated in accordance with the terms hereof.

10.2 Company may terminate this Agreement at any time, with or without cause, by giving the other party a seven (7) day prior written notice by email (or by posting a notice on the Site(s) by Company if Company terminates this Agreement with all of its Affiliates), except if Affiliate violated any of the terms of this Agreement, in which case termination will be effective immediately. Affiliate may terminate this Agreement at any time, with or without cause, by giving the Company a seven (7) days prior written notice (such written notice may be provided by facsimile or email).

10.3 Upon termination of this Agreement, Affiliate shall no longer be entitled to receive payment with respect to any new Traders; however Company's obligation to pay Affiliates under the Revenue Sharing Plan the Affiliate Fees, shall survive with respect to Traders identified by a Tracker ID prior to the date of any such termination, for as long as Company receives revenues from such Traders, but no longer than 3 months following the termination of this Agreement, except if Affiliate violated any of the terms of this Agreement, in which case this Section 10.2 shall not apply and Affiliate shall no longer be entitled to receive any payments whatsoever.

10.4 Upon termination of this Agreement for any reason, Affiliate will immediately cease use of, and remove from Affiliate's website, all links to the Site(s). Any domain which contains any of Company Marks shall be immediately transferred to Company, at cost, upon termination of this agreement with Affiliate for whatsoever reason. Affiliate shall pay Company US\$500 for each day such domain is not transferred to Company. Sections 4, 5, 6, 7, 8, 10 and 11 of this Agreement shall survive such termination and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination shall survive such termination.

11. Miscellaneous

Company and Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, grants to Affiliate authority to make any representation on Company's behalf or make public any information regarding Company, or prohibits Company from operating websites that are similar to or compete with Affiliate's website. Affiliate declares that by accepting this Agreement it consent to, us sending, and it receiving, by means of telephone, facsimile, SMS or e-mail, communications containing newsletters, notifications and any other content of a commercial nature relating to the Site(s) and related services. Affiliate acknowledges that Company does not have to obtain Affiliate's prior consent (whether written or oral) before sending such communications to Affiliate, provided that Company shall immediately cease to send any such further communications should Affiliate notify Company in writing that Affiliate does not wish to receive such content anymore. This Agreement comprises the entire agreement between Affiliate and Company, supersedes all prior oral and written agreements pertaining to this Agreement's subject matter, and applies in addition to any other term or condition of the Site(s) (such as Company Privacy Policy), unless expressly provided otherwise in this Agreement. Company may modify any of the terms of this Agreement (including without limitation the terms of the Affiliate Fees) at any time(s) and in its sole discretion, upon posting notice on the Site(s). Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement. This Agreement shall be governed by the laws of Cyprus without giving effect to its conflict of law principles. Affiliate agrees to submit to the exclusive jurisdiction and venue of the courts in Nicosia, Cyprus for any dispute arising from or relating to this Agreement. If any provision of this Agreement is held to be invalid or

unenforceable, such provision shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect. A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The section titles in this Agreement are used solely for convenience and may not be used in the interpretation of this Agreement. This Agreement and Affiliate's obligations may not be assigned by Affiliate, by operation of law or otherwise. Company may assign this Agreement to any party at any time.

Schedule A

TRADEO agrees to compensate the Affiliate according to the following schedule:
