

Affiliate Agreement

The following Affiliate Agreement ("Agreement") is between you and Sunny Way Consultant Limited ("Company", "We" or "Us"). By validly executing the Affiliate Program Application with the Company, you hereby agree to be bound by the following Affiliate Agreement (as amended from time to time).

The Company have entered into a service agreement with Mi trade to provide advertising and other related services through the administration of the Affiliate Program. You acknowledge and understands that the Company administer the Affiliate Program for and on behalf of Mitrade.

IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT PARTICIPATE IN OUR AFFILIATE PROGRAM.

1. Definitions

1.1. Affiliate: A person or entity that received confirmation from the Company, at the Company's sole discretion, that: (i) it has successfully completed the Program Application, (ii) it is included in the Program, and (iii) it has received a Tracker ID linked to the Site(s) in accordance with the terms of this Agreement.

1.2. Affiliate Fee: The amount payable to the Affiliate due to the Compensation Plan, based solely and exclusively on the Company's data and calculations as specified in the Report.

1.3. Affiliate Section: The section of the Program after logging in where each Affiliate may review the Report, update their profile, create additional Tracker IDs, select Banners and Text Link, other Marketing Materials and other additional functions. 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.

1.4. Banner and Text Link: Any means of graphics, pictures, animation, artwork or text that an Affiliate uses to promote the financial product and services Mitrade is authorized to provide.

1.5. Compensation Plan: An Affiliate compensation plan where Affiliate shall receive its Affiliate Fee according to the number of Qualified Traders. The Affiliate Fee shall be specified in the Report, as updated from time to time at the Company's sole and absolute discretion.

1.6. Fraudulent Traffic: Any deposits, gross revenue or traffic generated at the Site(s) or Trading Platform through illegal means or in bad faith which could be considered as such at the Company's sole and absolute discretion, regardless of whether or not it actually causes harm to the Company. Fraudulent Traffic includes, but is not limited to, Spam or Unsolicited Promotions, distribution in breach of any distribution conditions whilst knowing that distribution conditions apply, deposits generated by stolen or lost payment cards, collusion, offers to share the Affiliate Fee to become a Qualified Trader, unauthorized use of any third parties' accounts or intellectual property of the Company, Mitrade and/or any third party.

1.7. Marketing Material: Any material provided by the Company in the Affiliate Section to be used by an Affiliate in order to promote any activity related to the Company, Mitrade or the Site(s) unless otherwise agreed between Company and Affiliate.

1.8. Marks: Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos placed on the Program or otherwise used with respect to the Trading Platform or the Site(s) 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, Mitrade and/or Trading Platform.

1.9. Mitrade: means jointly or separately as appropriate:

Mitrade Global Pty Ltd,
Mitrade EU Ltd,

1.10. Program: Company's affiliate program located at www.mitradeaffiliates.com.

1.11. Qualified Trader: An individual human user who was directed by an Affiliate and identified by a Tracker ID assigned to such Affiliate; provided that: (i) such Affiliate is confirmed by the Company as included in the Program and is linked to the Site(s) in accordance with this Agreement, (ii) such user has been approved by the Company and has made a real money deposit amount as specified by the Program, and (iii) the Affiliate's introduced users have traded a minimum total volume as specified by the Program. 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 register as such, 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.

1.12. Regulatory Rules: All laws, regulations, directives, circulars, regulatory administrative decisions, rules of any applicable regulatory agency, including, without limitation, The Cyprus Securities and Exchange Commission, The Australian Securities and Investments Commission, Cayman Islands Monetary Authority and The Financial Services Commission (Mauritius).

1.13. Report: Information regarding the Affiliate Fees, Trader tracking and other information relevant to the Affiliate provided by the Company to the Affiliate in the Program.

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

1.15. Spam or Unsolicited Promotions: Any emails, Mailers or any other messages that are circulated by Affiliate, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media 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 be removed from receiving future mailings or promotions.

1.16. Tracker(s) ID: The unique Tracker ID, which is related to the Tracking URL or sign-up Bonus codes that the Company provides exclusively to the Affiliate, through which the Company tracks and calculates the Affiliate Fee.

1.17. Tracking URL: A unique hyperlink to the Site(s) enabling an Affiliate to refer potential Traders to the Site(s) which enables Company to identify the Affiliate that has referred such specific Trader for the purpose of calculating the Affiliate Fee.

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

1.19. Trader(s): Any user of the Trading Platform.

1.20. Trading Platform: Mitrade's technology dedicated for online trading, allowing participants to trade online either on Demo or Live account, and including the Mitrade's billing, support, retention and promotion services and activities.

2. Affiliate Program

2.1. Participation: To participate in the Program an applicant must submit a Program application through www.mitradeaffiliates.com, which may be rejected by the Company at its sole discretion. The Company shall evaluate each application and shall inform each applicant whether the Company approves such application, pursuant to which the applicant will become an Affiliate.

2.2. Appointment of Affiliate:

2.2.1. Upon the Company's approval of Affiliate's Program application and by the acceptance

of this Agreement, the Company grants Affiliate the revocable, non-exclusive and non-transferable right to direct potential Traders and Qualified Traders to the Site(s), subject to the terms and conditions of this Agreement.

2.2.2. This Agreement does not grant Affiliate an exclusive right or privilege in the provision of services arising from Affiliate's referrals in relation to the Site(s) or Trading Platform. The Company does not provide exclusive right to the Affiliate as the sole authorize Affiliate for the Program. Affiliate shall have no claims to fees originated from Traders and/or Qualified Traders not referred solely by it.

2.3. Affiliate Services:

2.3.1. Affiliates are either: (a) carrying out generic promotional activity(ies); or (b) serving as a means for the Company to carry out marketing activities, acting only in a passive capacity and not being actively involved in the acquisition of Traders, or managing Trader relationships.

2.3.2. The Company is entitled to monitor the Affiliate's performance of this Agreement including the use of hardware and software (technical facilities), i.e., any marketing intelligence tools.

2.3.3. The Affiliate shall not use any other method (Traffic) or means to display the Banner(s) and/or Text Link(s) and/or other Marketing Materials other than those agreed by the Company.

2.3.4. The Affiliate shall not alter, modify and/or change and/or amend the Banner(s) and/or Text Link(s) and/or other Marketing Materials in any way, which includes but is not limited to changing of the graphics and/or images contained in such Banner(s) and/or Text Link(s) and/or other Marketing Materials.

2.3.5. If the Affiliate breaches and/or violates any of the terms set forth in the Agreement, the Company shall be entitled to terminate this Agreement immediately and withhold any Affiliate Fee generated before and/or after and/or in connection with such breach and/or violation whilst it may also proceed with legal actions against the Affiliate.

2.4. Compensation Plan:

2.4.1. Subject to any applicable regulation, an applicant who wishes to become an Affiliate shall be subject to the schedules and terms of the Compensation Plan set in the Program, Affiliate Agreement or as may be determine by writing from the Company.

2.4.2. The Company may change the terms of the Compensation Plan, at any time and at its sole and absolute discretion, including by terminating a certain Compensation Plan and sending such Affiliate a notice to such effect by e-mail. In the event Affiliate does not agree to such change, it shall notify the Company by return e-mail within three (3) days of receiving such notice from the Company, and the Agreement shall terminate immediately. In the event Affiliate does not notify the Company within three (3) days from the notice, it shall be deemed as an approval by the Affiliate to such change to the terms of the Compensation Plan. It is hereby clarified that Affiliate will receive payment with respect to Traders identified by a Tracker ID prior to the date of any change to a Compensation Plan, in accordance with the amended terms of the Compensation Plan unless otherwise agreed with the Company.

2.5. Costs and Expenses: The Affiliate shall bear all costs and expenses of any nature whatsoever incurred in connection with this Agreement. Under no circumstances shall the Company be liable hereunder for any amounts other than the Affiliate Fee.

2.6. Compliance with Product Governance:

2.6.1. Affiliate undertakes to comply with applicable Regulatory Rules while conducting marketing activities.

2.6.2. The Affiliate undertakes that it will conduct promotional activities under this Agreement in compliance with Regulatory Rules including but not limited to MiFID II, Design and Distribution Obligations.

2.6.3. The Company may require the Affiliate to provide information on its promotional activities and/or provide any other information as requested to enable the Company to monitor and review the Affiliate's activities for any deviations from its obligations under this Agreement, or any applicable Regulatory Rules. Affiliate shall always provide true and complete information to the Company, as may be requested by the Company from time to time.

3. Payment

3.1 Affiliate Fee: The Affiliate Fee for each Qualified Trader referred by an Affiliate to the Site(s) shall be specified in the Affiliate Section, as updated from time to time at the Company's sole and absolute discretion.

3.2 Tracking and Payment:

3.2.1 The Company shall track Traders' activity for the purpose of calculating the Affiliate Fee and such information shall be available to the Affiliate in the Affiliate Section. The Affiliate Fee shall be paid only upon withdrawal request submitted through the Affiliate Section and processed successfully by the Company.

3.2.2 Affiliate will only be paid upon satisfaction of the criteria stated within the Affiliate Section including but not limited to minimum withdrawal amount, completion of registration and account verification.

3.2.3 The Company reserve the right to write off Affiliate fee balance accumulated in the event of inactivity after one year of the last Qualified Trader being referred through the Program with no liability whatsoever to the Affiliate.

3.3 Time of Payment: The Affiliate Fee will be payable within the stipulated timeline in the Affiliate Section.

3.4 Method of Payment: The Affiliate Fee to be paid by the Company shall be made in any currency and method as may be determined by the Company, in accordance with the Company's policies and subject to applicable law. Charges for wire transfers, courier checks or any other applicable fees by third parties will be covered by the Affiliate in their entirety and deducted from the Affiliate Fee. The Company do not impose additional processing fee for withdrawals.

3.5 Entitlement of Payment

3.6.1. 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 Affiliate fee for any trader unless and until such trader has been approved and qualified by the Company 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, the type of the Compensation Plan and any criteria applying to the Compensation Plan, including without limitation, setting any baseline, threshold, minimum deposits/earnings and/or other requirement(s) for qualifying for the Compensation Plan and/or for receiving any Affiliate Fee set forth hereunder.

3.6.2. The Affiliate Fee in relation to new Qualified Traders will be payout only following Company's verification and internal checks concerning all new Traders in accordance with the requirements of any applicable law and the Company's internal verification process.

3.6.3. Notwithstanding anything to the contrary set out herein, Affiliate shall not be entitled to receive the Affiliate Fees if any Trader had completed their first deposit in Trading Platform prior becoming a Qualified Trader.

3.6.4. The Affiliate Fee shall be paid only upon completion of compliance and risk checks carried out by the Company. If the Affiliate fails to successfully pass compliance and risk checks, the Company shall be entitled to terminate this Agreement immediately, and any Affiliate Fee that has been generated/calculated prior to completion of compliance and risk checks shall be considered void/cancelled and not payable to the Affiliate.

3.6.5. Notwithstanding any other term and condition of this Agreement, the Administrator may, at its sole and absolute discretion, withhold, delay or deny payment of the Affiliate Fee in any of the following events:

- the Company has reason to suspect that the Affiliate's activity is not in compliance with any applicable Regulatory Rules.
- the Company knows or has reason to suspect that the Affiliate's activity is in breach of this Agreement
- the Affiliate has failed to provide any information as may be requested by the Company or has provided misleading or incorrect information; and/or
- the Company suspects or has been notified by any third party of the alleged infringement of third parties' rights by the Affiliate or there is any infringement of third parties' rules or rights applicable to the Affiliate while performing its obligations under this Agreement.

3.6.6. Notwithstanding any other term or condition of this Agreement, in the event that any activity in the Affiliate's account, or in any account which appears to be controlled or managed by the Affiliate, is deemed suspicious by the Company in its sole determination, the Company may, at its sole and absolute discretion, delay payment of the Affiliate Fee to the Affiliate for up to one hundred and eighty (180) days in order to verify the suspicious activity. If the Company determines that the Affiliate's activity generates Fraudulent Traffic, the Administrator shall recalculate or withhold the Affiliate Fee, at its sole and absolute discretion. Affiliate Fee which had been successfully payout before the Company determines that the Affiliate activity

generates Fraudulent Traffic may result in offset of Affiliate Fee existing balance.

- 3.6.7. In the event that the Company determines that the Affiliate's activity constitutes illegal activity other than Fraudulent Traffic, including but not limited to fraudulent, deceptive, abusive or manipulative activity, the Administrator 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 withhold the Affiliate Fee. The acceptance of any payment from the Company by the Affiliate will be deemed full and final settlement of the remaining Affiliate Fee balance.

3.6 Disputes: Deposit of payment check, acceptance of payment transfer or acceptance of any other payment method by the Affiliate will be deemed full and final settlement of the Affiliate Fee withdrawal request through the Program. Hence, if Affiliate disagrees with the Report, Affiliate should NOT submit a withdrawal request for such amount and immediately send the Company a written notice of its dispute. Dispute notices must be received by the Company within thirty (30) days upon the Report being made available to the Affiliate, or Affiliate's right to dispute such Report will be deemed waived and Affiliate shall have no claims in such regard.

3.7 Tax: The Affiliate Fee shall be paid after the deduction of withholding taxes (if applicable). It is the Affiliate's sole responsibility to comply with any tax laws that apply to the Affiliate Fee, and the Affiliate consents that to the extent required by applicable law and regulations, Company may provide information regarding any Affiliate Fee to any government agency.

4. Additional Terms of Participation in the Program

4.1 Quality audits -Compliance: The Company reserves the right to perform quality audits to verify the quality of the performance by the Affiliate of its obligations under this Agreement and to monitor and assess compliance by the Affiliate with the terms of this Agreement and with applicable law.

4.2 Marketing Materials.

4.2.1 Affiliate's Marketing Materials, as provided and/or approved by the Company, shall comply with the guidelines located at the Affiliate Section.

4.2.2 Affiliates shall not be allowed to alter any of the Marketing Material provided by the Company. Any Marketing Material not provided in the Affiliate Section may be used by the Affiliate only upon receiving the explicit written approval by the Company, which may be denied at the Company's sole and exclusive discretion. In the event such approval is granted, the Affiliate agrees and hereby does assign and transfer to the Company, its successors, assigns, or nominees, all of Affiliate's right, title and interest to the materials created and made by (or for) the Affiliate.

4.2.3 In the event that the Affiliate make use of any Marketing Material before receiving explicit written approval by the Company, the Company shall have the right, without prejudice and 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's access to the Program and deny any Affiliate Fee, with no compensation to Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Group, its directors, officers, shareholders, employees or against the Site(s) in respect of such action taken by Company.

4.2.4 Affiliate is not entitled to send Marketing Material by email ("**Mailers**") nor engage in cold calling and/or telemarketing

4.3 Restrictions:

4.3.1 All Affiliate activities must be professional, proper and in full compliance with applicable laws, including, without limitation, the Regulatory Rules and relevant Data Protection Laws, and the Affiliate will be solely responsible for the content and manner of its activities. An Affiliate and its website, to the extent the Affiliate operates through a website, may not be engaged, directly or indirectly, in conduct that the Company, at its sole discretion, deems to be illegal, improper, unfair or otherwise adverse to the operation or reputation of any of the Site(s) or detrimental to other users of the Site(s), 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 goods or services 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, pornographic, related to gambling, 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. The Company shall have the right, without prejudice and 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 violating the restriction herein as inoperative, and immediately block the Affiliate's access to the Program, with no compensation to such Affiliate. Affiliate hereby irrevocably waives any claim or demand against the Company or against the Site(s) in respect of such action taken by Company.

4.3.2 An Affiliate may not actively target marketing to any person, and particularly to any person who is under the age of 18 years old, or under the age of majority in the territory where the Affiliate is operating and/or the Target Market.

4.3.3 Affiliates must not target marketing to citizens or residents from the forbidden countries listed in the Program or Affiliate Section, as may be updated from time to time.

4.3.4 Any Affiliate interested in target marketing to a person who is a citizen or resident of any country listed therein must receive the Company's prior written approval.

4.3.5 Affiliates must not use any language or practices that may be construed as offering any promise or guarantee of any trading gain, profits or any benefits to any Trader or potential Trader.

4.3.6 Affiliates must not make any claim or statement that there is low, little or no risk of the making a loss for any Trader or potential Trader

4.3.7 Affiliate must not make any misleading, materially false, or incorrect claims or statement to attract or persuade any Trader or potential Trader to apply for an account through the Site(s).

4.3.8 Affiliate may not contact a Trader in relation to any services which are offered by the Site(s) without receiving the Company's prior written approval for such contact, or such contact is made at the Trader's exclusive initiative. If in the Company's opinion Affiliate either tries to or does contact a Trader without the Company's prior written approval, the Company shall be entitled to immediately terminate this Agreement and to withhold all Affiliate Fees owed to Affiliate at such time. Further, in the event that the Affiliate was provided by the Company with written approval to contact or correspond with a Trader, and thereafter the Company deems that such contact or correspondence is against the interests of Company or the Trader, the Company shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold all Affiliate Fees due or owing to Affiliate at such time. Affiliate hereby irrevocably waives any claim or demand against the Company or against the Site(s) in respect of such action taken by Company. The Affiliate further agrees to grant the Company access to information reasonably requested by the Company to assess compliance with this clause which may include information relating to Affiliate's website traffic.

4.4 Representations, Warranties and General Obligations of the Affiliate.

The Affiliate represents and warrants the following:

4.4.1 That it is a person or entity whose scope of business includes, but is not limited to, providing appropriate means for the Company to carry out promotional activities relating to the products/services offered on the Site(s). The services provided by the Affiliates shall not qualify as marketing activities for regulatory purposes in any jurisdiction where it would be unlawful for Affiliates to undertake such activities related to financial markets and investment services.

4.4.2 That it is independent of the Company and shall have no authority to bind the Company in any way unless specifically contemplated herein or agreed between the parties in writing;

4.4.3 If it is a legal person, it is duly organized, validly existing and in good standing under the laws of its jurisdiction;

4.4.4 It is not in any way prohibited from acting as an Affiliate and offering its services to the Company;

4.4.5 If it is a natural person, he/she is over 18 years old;

4.4.6 It shall not make any representation, statement or warranty concerning the Company and the Site(s) except as authorized by the Company.

4.4.7 It shall not place orders on behalf of the Traders;

4.4.8 It shall not accept nor hold any Trader funds;

4.4.9 It shall not provide investment advice with respect to the services and the products offered to the Traders.

4.4.10 It shall not assist a Trader or potential Trader in completing an application for an account within the Site(s).

4.4.11 While performing this Agreement, it shall comply with all applicable Regulatory Rules

and legislation including (but not limited) those relating to anti-bribery, anti-corruption, privacy and personal data protection and anti-money laundering;

4.4.12 It does not require any license and/or authorization to render the Affiliate Service, or if it does, has already obtained such license and/or an authorization and provided a copy of the relevant license and/or authorization to the Company before commencement of the Affiliate Service.

4.4.13 It shall disclose to the Company promptly any complaint, regulatory investigation, or disciplinary action or any other development that is related to the Company's relationship with the Affiliate, or that may have a material impact on the Affiliate's ability to provide the services hereunder in accordance with applicable Regulatory Rules, or any applicable Company policies.

4.4.14 It must ensure that all the information provided by it to all Traders or potential Traders is true, fair and accurate;

4.4.15 It shall protect any confidential information disclosed by the Company;

4.4.16 It is not bankrupt or subject to any administrative, insolvency, tax or other proceedings;

4.4.17 It has (and its employees, if applicable), the necessary qualifications and skills to carry out the Affiliate Service

4.4.18 If it uses Marketing Material or created content not approved by the Company in its websites, blog, social media profile or any other platform or channel used for performing Affiliate Service that may potentially create adverse impact to the Company or Mitrade, the Company will request for such Marketing Material or content to be removed. Affiliate needs to comply within 24 hours or immediately in the case of an urgent instruction to remove.

4.4.19 It will regularly check the Program, Affiliate Section and Affiliate Agreement for updates issued by the Company.

5. No Competitive Marketing

Affiliate shall not be entitled to market the promotional activities contemplated herein to potential Traders: (i) on any internet site or social network on which the Group promotes any of the Site(s) (e.g. Facebook.com, Twitter.com, Instagram, Youtube.com, etc.); (ii) on any internet search engine on which the Group promotes any of the Site(s) (e.g. Google.com, Bing.com, etc.); (iii) in any other manner which results in the Affiliate's competing in any manner whatsoever with the Company in relation to the promotion of the Site(s); (iv) using any other online software, application, or other platform enabling online trading similar to and/or competitive with the Trading Platform; (v) by using the Marks (or any variation or combination thereof) in the Affiliate's domain name. If Affiliate is in breach of the foregoing provisions, Company reserves the right to render the Tracking URLs assigned to Affiliate inoperative and Affiliate shall have no claims against the Company in respect of such action taken by the Company.

6. Intellectual Property Rights

6.1 Subject to the terms of this Agreement, Company grants to Affiliate, a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable limited license to display on such Affiliate's website the Marketing Material provided by the Company to the Affiliate for the sole purpose of providing a link from such Affiliate's website, which website has been confirmed by Company as included in the Program, to the homepage of the Site (but no other page). Unless otherwise approved in advance in writing by Company, Affiliate may not promote, whether directly or indirectly, any of the Marks. No framing of any webpage of any of the Site(s) is permitted.

6.2 Except as explicitly permitted herein, nothing in this Agreement or on any of the Site(s), should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Marks as well as any copyrights, patents, trade secrets or other intellectual property owned by the Site(s).

7. Limitation of Liability

In no event shall the Company be liable for lost profits or data, or any special, incidental or consequential damages arising out of or in connection with the Site(s), the trading platform, or this agreement (howsoever 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 to affiliate or any third party(ies), in any circumstance is limited to the amount of the

affiliate fees paid by Company to Affiliate in the three (3) months prior to the action giving rise to any claim.

8. No Warranties; Indemnification

8.1 To the fullest extent permitted under applicable laws, and notwithstanding anything to the contrary set out herein, Company disclaims all warranties, express or implied, including but not limited to all implied warranties of noninfringement, 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.

8.2 The Affiliate hereby agrees to indemnify, defend and hold harmless the Company from and against any and all liability, claims, costs, expenses, damages and losses, including reasonable attorneys' fees and costs, arising directly or indirectly in connection with Affiliate's operations or website(s) or out of any disputes between Affiliate and any other party relating to this Agreement, the Site(s), the Affiliate's activity(ies) or to services provided by the Company.

9. Termination

9.1 This Agreement will take effect when Affiliate indicates its acceptance of this Agreement on the Program Application Form and shall continue until terminated in accordance with the terms hereof.

9.2 The Company may terminate this Agreement at any time, with or without cause, by giving the Affiliate three (3) days' prior written notice by email or in the Affiliate Section, except in the event an immediate notice or a shorter notice is required to be provide by applicable law or if the Affiliate violated any of the terms of this Agreement, in which case termination will be effective immediately. The Affiliate may terminate this Agreement at any time, with or without cause, by giving the Company three (3) days' prior written notice (such written notice may be provided by facsimile or email).

9.3 If the Affiliate does not introduce new Qualified Traders exceeding a period of 6 months, the Agreement may be terminated unless otherwise agreed with the Company.

9.4 Upon termination of this Agreement, Affiliate shall no longer be entitled to receive payment with respect to any new Traders.

9.5 Upon termination of this Agreement for any reason, Affiliate will immediately cease use of, and remove from Affiliate's website, all Company Marks, Banners and Text Links to the Site(s). Any domain which contains any of Marks shall be immediately transferred to Company, at Affiliate's cost, upon termination of this agreement with Affiliate for whatsoever reason.

10. Miscellaneous

10.1 The Company and the Affiliate are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship between them, or grants to the Affiliate any authority to make any representations on Company's behalf, or to publicize any information regarding the Company, or which prohibits the Company from operating websites that are similar to or compete with Affiliate's website.

10.2 The Affiliate hereby declares that by accepting this Agreement it consent to the Company sending, and it receives, 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.

10.3 The Affiliate hereby acknowledges that the 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.

- 10.4** This Agreement comprises the entire agreement between the Affiliate and the Company and 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's Privacy Policy), unless expressly provided otherwise in this Agreement. The Company may modify any of the terms of this Agreement (including without limitation the terms of the Affiliate Fees) at any time and in its sole discretion, upon posting notice on the Site(s). The Affiliate's sole remedy if such modification is not acceptable to it, is to terminate this Agreement.
- 10.5** If any term of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, such provision shall not affect the validity and enforceability of the remainder of this Agreement.
- 10.6** The Company's failure to exercise or enforce any right or term of this Agreement shall not constitute a waiver of such right or term.
- 10.7** This Agreement and the Affiliate's obligations may not be assigned by the Affiliate without the prior written consent of the Company. The Company may assign this Agreement to any party at any time.
- 10.8** This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China without giving effect to its conflict of law principles.