

## FBS Affiliate Agreement

This Affiliate Agreement (hereinafter referred to as the “Agreement”) regulates relationships between **Conertics Inc.** with company number 118351 and having its registered address at ul. Kukuczki Jerzego 41, Warszawa, Poland, (hereinafter referred to as the “Company”) on the one part, and the person (individual or legal entity) who has registered a partner account (hereinafter referred to as the “Partner”) on the other part, together referred to as the “Parties”.

### 1. Terms used in the Affiliate Agreement

The **Company** shall mean **Conertics Inc.** a company that owns (also with its affiliates) **Products branded 'FBS'** and organizes the FBS Affiliate Program.

The **Partner** shall mean an individual or a legal entity who has accepted terms and conditions of this Affiliate Agreement and became a participant of the FBS Affiliate Program.

The **Company's Website** shall mean the site [fbs-affiliate.com](https://fbs-affiliate.com) which belongs to the Company, contains information about the Company's Affiliate Program and Partner Accounts.

The **Products branded 'FBS'** shall mean the products which belong to the Company and its affiliates (for example: fbs.com with local domains, Personal Area and landing pages, my.fbs.com, also mobile applications like FBS Copy Trade and FBS Trader). The full list of the Products available for the affiliate program is available in Appendix 1 to this Agreement.

The **Affiliate Program (FBS Affiliate Program)** shall mean the form of cooperation between the Company and the Partner concerning the distribution of the information about the **Products branded 'FBS'**, called *FBS Affiliate*.

The **Partner Account** shall mean a user account of the FBS Affiliate Program participant on Partner's personal area [partner.fbs-affiliate.com](https://partner.fbs-affiliate.com), which includes personal data and contacts of the participant, as well as the information about effectiveness of cooperation with the Company within the frame of the Affiliate Program and Affiliate Agreement, and about Partner's commissions.

The **Marketing Materials** shall mean banners, text links and other marketing (advertising) materials created by the Company or by the Partner for the performance of obligations undertaken within this Agreement, intended for distribution of information about the **Products branded 'FBS'**, and used for the advertising purposes to attract clients.

### 2. Subject of Agreement

In accordance with provisions of this Agreement, Partner shall register a Partner Account on the Company's website and shall be obliged to distribute information about the **Products branded 'FBS'** and attract clients to use the **Products branded 'FBS'** according to the terms and conditions of this Agreement and offers provided by the Company. The Company shall be obliged to make payments to the Partner pursuant to the terms and conditions set forth in this Agreement.

### 3. Partner Account

Partner shall register a Partner Account in order to participate in the Affiliate Program.

A person of the full legal age (18 or another age of majority, in accordance with the country of his/her residence) may participate in the Affiliate Program. The Company's employees may not be the Company's Partners.

Partner shall fill in the registration form on the Company's website in order to be registered. By creating a Partner Account, Partner shall be obliged to submit its current personal data and confirm the fact of being aware of responsibility for providing the false personal data and/or data

of the third parties. After fulfilling the registration form Partner shall choose the suitable payment system from a list in a Partner Account.

By creating a Partner Account [partner.fbs-affiliate.com/signup](https://partner.fbs-affiliate.com/signup) Partner confirms his/her legal status and capacity to conclude a deal with the Company, understands and unconditionally accepts terms and conditions in the form in which they are permanently provided on the Company's website. Partner accepts the Company's policies and documents, which are referred to in this Agreement.

After registration Partner shall choose the offer from a list: [partner.fbs-affiliate.com/offer/list](https://partner.fbs-affiliate.com/offer/list). In order to work with an exclusive offer with personal conditions, the Partner sends the written request to a personal manager. The personal manager shall contact the Partner within three (3) business days.

*By providing his/her data for registration in the Program and creating an Account, Partner confirms and guarantees the fact of being familiarized with all provisions of this Agreement, understands their meaning and unconditionally accepts them, as well as any policies and documents of the Company that are referred to in the text hereof. Rules and principles of the Partner personal data usage and protection are regulated by the Privacy Policy.*

#### **4. Conditions of Cooperation**

4.1. Cooperation between the Company and the Partner shall be based on this Agreement with all Appendices and Partner's offer which should be provided by the Company. All Appendices to this Agreement are the integral part of this Agreement. Partner shall promote the Products branded 'FBS' and the Company shall pay the commission according to the model chosen by the Partner: Revenue Share or CPA. Basic conditions about cooperation models between the Company and the Partners are stated in Appendix 1 to this Agreement.

4.2. In order to start the promotion of the offer, Partner should carefully read its conditions and make certain that he/she understood all provisions of the offer, their meaning and unconditionally accepted them.

4.3. The depository with all marketing materials available for the Partner is marked in the Partner's offer (links to the cloud storage, Company's website, etc.). The Partner must observe all instructions of the Company in terms of the content of the marketing materials and information.

4.4. Partner may use all marketing materials available in his Partner account, including FBS logos. In the same time, Partner should observe all instructions of the Company in terms of the content of the marketing materials and information. The Partners are permitted to advertise the **Products branded 'FBS'** via websites and other sources which have been checked and approved by the Company. The full list of the available sources should be stated in the Partner's offer. Communication between the Partner and the Company is carried out by a personal manager, being the Company's employee. The Partner must use the marketing materials provided by the Company with diligence and solely for the purposes of performance of obligations under the Affiliate Agreement.

4.5. All marketing materials created by the Partner independently and/or following its order by the third parties must be agreed upon with the Company by contacting the personal manager before being published on the working resources. Usage of independently created materials in Partner's working resources by the Partner without agreement with the Company is unacceptable and is a gross breach of provisions of the Affiliate Agreement. In this case, the target actions will not be paid, Partner account will be blocked. The Partner must submit materials to the personal manager for approval. Before that, the Partner must make sure that marketing materials submitted for approval comply with the requirements to such materials set in these Affiliate Agreement.

4.6. It should be noted that all clients attracted will be considered customers of the **Conertics Inc.** and its affiliates exclusively. The Company and affiliates shall be considered as the sole and exclusive owners of the database with names and contact data, as well as other information on the clients. The Partner shall be prohibited to contact the clients in any way without prior written consent of the Company. Any attempt of the Partner to contact the attracted clients may be considered by the Company as a gross violation of this Agreement provisions.

## 5. Payments:

5.1. Revenue Share model: The Partner shall receive a percentage (share) of the revenue earned by the Company from the spread of all clients attracted by the Partner. All details of payment are stated in the Appendix 1 and also shall be agreed in the Partner's offer.

5.2. CPA model: The Partner shall receive the fixed reward for the client's performance of the target actions. All details of payment are stated in the Appendix 1 and also shall be agreed in the Partner's offer.

5.3. Payments shall be performed upon reaching the minimum payable amount according to the conditions of the Partner's offer.

5.4. For successful Partners and/or Partners with exclusive offers the Company may perform the payments under the Partner's requests. It should be noted, that Company has a right to change the payment amounts in its sole and absolute discretion under individual plans.

## 6. Rights and Obligations of the Parties

6.1. The Partner shall be obliged to:

6.1.1. provide the Company with reliable and valid personal data when registering the Partner Account;

6.1.2. strictly comply with the Marketing Rules of the Company which are the integral part hereof;

6.1.3. agree with the Company upon all available traffic resources used by the Partner in his/her advertising. All of the sources and all exclusive conditions should be stated in the Partner's offer.

6.1.4. strictly comply with each and all marketing recommendations of the Company when performing the obligations under this Agreement;

6.1.5. pay taxes for the funds received from the Company as the commission, if such are envisaged in the Partner's country of residence. At the same time, relieve the Company from liabilities for the Partner's failure to perform obligations for self-payment of taxes.

6.2. The Partner shall be entitled to:

6.2.1. distribute information about the Company and attract new clients to the **Products branded 'FBS'** by using any legal tools, marketing materials and traffic sources specified in the Partner's offer and agreed by personal manager, except for the methods prohibited by this Agreement and/or Partner's offer, by legislation of countries where **Products branded 'FBS'** are advertised, as well as conventional moral and ethical standards;

6.2.2. track progress/effectiveness of its advertising campaigns by using the tools provided in the Partner Account;

6.2.3. withdraw received reward in accordance with terms of this Agreement, Appendices to this Agreement and Partner's offer;

6.2.4 use the marketing materials created by the Company and placed in the Company's resources which are marked in the Partner's offer (links to the cloud storage, Company's website, etc.).

6.3. The Company shall be obliged to:

6.3.1. timely calculate and transfer the commission to the Partner;

6.3.2. keep record of the clients attracted by the Partner;

6.4. The Company shall be entitled to:

6.4.1. track activities of the Partners and the clients attracted by them, draw up reports and analyze the Partner's efficiency;

6.4.2. suspend the accounts of the clients attracted by the Partner, as well as suspend payments of commission to the Partner, in case of data on violation of this Agreement by the Partner; block the withdrawal function for the commission accumulated in the Account funds until the circumstances are clarified.

6.4.3. in the event of a violation of the marketing recommendations by the Partner, the Company shall be entitled to:

- A. give a warning to the Partner and set the time to eliminate the faults in order to remedy the violations of this Agreement;
- B. do not take into account the clients attracted during the period of violation of this Agreement;
- C. decide on the termination of cooperation with the Partner and of this Agreement with immediate notification of the Partner, Account blocking and suspended the accounting of the clients attracted by the Partner, without paying the commission for the clients attracted previously. Account Blocking is the process of limiting the Partner's access to the Partner Account on the Company's website [partner.fbs-affiliate.com](http://partner.fbs-affiliate.com).

## 7. Liability of the Parties

7.1. The Partner shall bear full responsibility to the Company for unauthorized use of the Company's materials, symbolic, logos, information and website, and shall be obliged to compensate any costs directly or indirectly incurred by the Company due to the Partner's activities.

7.2. The Partner shall bear full responsibility for the safety of the login and password of the Partner Account, as well as for the validity of submitted to the Company data about the payment instrument for withdrawal of funds transferred as the commission;

7.3. The Partner shall bear full responsibility to the third parties for unauthorized use of intellectual property of such parties when creating the marketing materials; in case of any costs incurred by the Company due to illegal acts of the Partner in relation to unauthorized use of the third parties intellectual property by the Partner, the Partner shall be obliged to compensate any losses and costs to the Company in full;

7.4. The Company shall not bear responsibility for non-performance of its obligations due to reasons beyond the control of the Company, such as technical failure in work of communications and telecommunications networks providers, etc.

7.5. The Company shall not be responsible for the Partner's actions/lack of action.

7.6. The Partner shall bear full responsibility for its actions performed under this Agreement and guarantee the fact of having the legal capacity to perform such actions, and the said actions do not violate the valid legislation of the Partner's country of residence.

## 8. Marketing rules

*Forex and CFD trading are a regulated activity thus all promotional materials must be fair, not misleading, clear, and also all Partner's actions should strictly comply with these marketing rules. Violation of any specified provision of the Rules may be considered by the Company as a gross breach of provisions of this Agreement and result in immediate termination of the Agreement with the Partner.*

8.1. The Partner should guarantee not to advertise the Products branded 'FBS' for persons residing in the countries where Forex trading is forbidden by law. Before starting the work, Partner shall make sure that its working resource is not targeted at the audience which has no rights to use the advertised website. The Partner is obliged to agree with the Company (via personal manager) on a list of geolocations where the Partner's work is planned. All conditions about geolocation where the Partner has a right to work should be stated in the Partner's offer.

8.2. The Partner should address its advertising activities to people older than 18 or another age of majority, established in the territory of the Partner's activities (i.e. in the territory where the **Products branded 'FBS'** is being advertised).

8.3. The Partner has no rights to attract its relatives, friends and other people interested as the clients to the advertised website. In other words, it is prohibited to allow/offer to relatives, friends, other familiar persons to register by the Partner's links or independently. Within the framework of the Affiliate Program, the term "relative" includes, but is not limited to: spouses, parents, children and siblings.

8.4. It is forbidden to attract the clients via an offer to register on the advertised website via the Partner's link for money or any other remuneration.

8.5. It is forbidden to use instant redirecting from its own or any other domain name to the Company's domain name and the advertised **Products branded 'FBS'**. The Partner has no right to register trademarks and/or domain names which contain the Company's and its affiliates trademarks or domain names, or similar to them to a confusing degree. The Partner agrees that any use of the trademarks, including any use of domain names, containing the Company's and its affiliates trademarks or parts similar to the Company's and its affiliates trademarks to a confusing degree, is performed solely for the benefit of the Company and under conditions of the Affiliate Agreement; the Partner does not acquire any rights for the Company's and its affiliates trademarks and other individual means due to such use.

8.6. It is forbidden to use contextual advertising by using the keywords containing the brand name, trademark or the Company's registered name, including similar, derived, misspelt words or translation to other languages. It is forbidden to register the said keywords, search elements or other identifiers for use in any data retrieval system or website, advertising service or any other searching or reference services. Use of the Company's brand name is allowed in the advertisement text itself.

8.7. It is forbidden to use for the advertising of Company and its affiliates the branded queries, as well as brand names of Company's (and its affiliates) competitors or any derived or misspelt forms. Partner is also obliged to refrain from comparing 'FBS' with competitor's brands, and also from the exposing unreasonably the other companies in a bad light. The same rule is acting if the Partner purchase advertising in the advertisement networks (i.e. Google AdWords or Bing Ads).

8.8. The Partner must clearly indicate information on partnership relations with the Company on websites and resources used for his/her work. Any Partner's resources developed by the Partner independently and/or with the involvement of the third parties, dedicated only to the Company's activities must contain an indication that such resources are not the Company's official website/resource. Usage of similar to a confusing degree domain names for the Partner's working resources is not acceptable and is a gross breach of these Rules and provisions of the Affiliate Agreement.

8.9. It is forbidden to offer bonuses on the behalf of the Company and its affiliates distinct from bonuses, provided by the Company or its affiliates. In order to know the current information about bonus offers and programs, Partner sends the written request to personal manager.

8.10. When using the marketing materials created for the Partner and upon its order by the third parties, Partner must have all required permits of such third party to use the materials, and the

Partner must relieve the Company from any complaints and disputes concerning the legitimacy of usage of such materials by the Partner.

8.11. If the material is placed on the Partner's resource with mention of possible opportunity to gain profit from using the **Products branded 'FBS'**, the Partner must place on the same resource/in the same material a warning concerning possible financial risks related to the **Products branded 'FBS'**'s specifics. Risk statement must be made in clear legible font and be located in an accessible and visible part of the working web resource. Risk statement must be made in strict compliance with the requirements specified in the Partner's offer.

8.12. Partner is entitled to indicate information on the Company's licenses solely as the fact of their existence and avoid the context of approval of the Company's activities.

8.13. In case of providing the results of a comparative analysis of the **Products branded 'FBS'** and products of the competitive companies on the working resource, only reliable information should be used, with an indication of links to the sources of such information.

8.14. It is forbidden to place any guarantees and promises on behalf of the Company and its affiliates. Any actions on behalf of the Company and its affiliates are forbidden as well. The Partner's actions within the framework of the Affiliate Agreement should under no circumstances be positioned as the Company and its affiliate's actions. By attracting the clients and distributing information about the Company and the **Products branded 'FBS'**, the Partner acts solely for his/her own benefit within the framework of the Affiliate Agreement.

8.15. The Partner has a right to purchase an advertisement on other sites, to use advertising networks and mobile applications. It should be noted that all traffic sources should be in strict compliance with the conditions specified in the Partner's offer and this Agreement in general.

8.16. The Partner has a right to use social media (Facebook, Instagram, etc.) for promoting and attraction of the clients. It should be noted that it is forbidden to create and maintain pages and profiles that are identical or similar to the official pages and profiles of the Company and its affiliates, as well as copy the content published in these official pages and profiles.

8.17. It is forbidden to use brand bidding, fraud, incentive traffic, spam, traffic from the hacked resources, incent traffic and other means functioning similarly. The full list of the forbidden sources is stated in the Partner's offer.

8.18. It is forbidden to use web resources and tools for client's attraction which may in any way damage the Company's (and its affiliates also) reputation. The Partner is also obliged to refrain from advertising **Products branded 'FBS'** using false or misleading statements.

8.19. The Partner must comply with the generally accepted requirements in the sphere of digital marketing concerning 'spam' or unwanted electronic messages and contacts with the clients, such as requirements of the CAN-SPAM Act of 2003. Partner agrees that his/her activities within the framework of the Affiliate Agreement will be consistent with, among other things, the industrial standards of digital marketing. Any unacceptable actions may be considered as a gross breach of these Rules and provisions of the Affiliate Agreement in general.

## 9. Intellectual Property

Trade name, trademarks, logos and other means of individualization of the Company, both registered and unregistered, as well as all elements connected with them such as domain names, design and design components of the Company's websites and **Products branded 'FBS'**, are protected by the intellectual property legislation.

The Company guarantees that the marketing materials developed by the Company and submitted to the Partner for promotion of the product/services of the Company, as well as materials placed on the **Products branded 'FBS'** may include the content which do not belong to the Company's intellectual property, including but not limited to photographs, images, icons, video clips, audio tracks, texts, etc. Such content is always used by the Company on legal grounds and with the

consent of the copyright holder, and/or is free from any rights or claims by any third parties. The Partner's use of the Company's Marketing Materials does not imply assignment to the Partner of the intellectual rights for usage and handover of the Company's intellectual property and content of the **Products branded 'FBS'** to the third parties. Cooperation shall be carried out on the basis of a simple non-exclusive license. In accordance with provisions of this Agreement, the Company provides Partner with a simple license non-transferable to the third parties, for the period of duration of this Agreement, to use the Company's means of individualization and marketing materials solely for the purposes of promotion of the product/services of the Company and placement on the partner resource/website.

By accepting the terms and conditions of this Agreement, Partner agrees to use the Company's marketing materials and right to place means of individualization solely for the purposes of promotion of the Company's product/services. At the same time, the Partner shall be obliged under no circumstances to enter into a dispute with the Company about the ownership of materials and means of individualization. The Partner shall be obliged to immediately inform the Company of any facts of illegal usage of the marketing materials and/or means of individualization of the Company. It is prohibited to use the Company's marketing materials and/or individualization means to the detriment of the Company.

## **10. Privacy**

The Partner shall be obliged to ensure the safety of the confidential information provided by the Company, including, but not limited to: messages sent via e-mail, documentation and other data, which may come to the knowledge of the Partner during the period of duration of this Agreement. Provisions concerning privacy shall be binding for the parties, including the ones after termination of this Agreement for three years.

## **11. Term and Termination of the Agreement**

11.1. This Agreement shall come into effect from the moment of receiving the consent of the potential Partner when sending the filled form for Partner Account registration. Term of the Agreement shall not be limited and may be terminated in accordance with conditions hereof, including by one of the Parties hereof.

11.2. The Partner shall be entitled to terminate this Agreement at its own discretion by sending a written notification to personal manager with an indication of the date from which Partner would like to terminate the Agreement.

11.3. The Company shall have the right to terminate this Agreement unilaterally at its own discretion by sending a written notification to the Partner's contact e-mail address specified in the Partner account. In this notification, the Company shall indicate the date from which the Agreement shall be deemed terminated, as well as the procedure for transfer of the commission (if any).

11.4. The Agreement shall be deemed terminated and invalid from the date specified by the Agreement party in the notification of termination.

11.5. Termination of this Agreement shall mean cancellation of all provided to the Partner licenses and rights to use the Company's marketing materials, as well as any symbolic related to the Company and/or information sources developed by the Partner upon agreement with the Company and containing information on the Company. Termination of this Agreement shall also mean the termination of the Company's obligations concerning the transfer of commission to the Partner for attracted clients. In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of notifications of termination of the Agreement sent by a party.

## 12. Governing Language

This Agreement in English is available in the Partner account – [partner.fbs-affiliate.com](https://partner.fbs-affiliate.com) - in the section 'News' and also in the description of the offer. In case of any discrepancies between the English version hereof and versions in other languages, the English version of the Agreement shall prevail.

## 13. Complaints and Disputes

13.1. The Company reserves the right to make amendments to the text of this Agreement, Appendices to the Agreement and further Company's documents that are referred to herein at any time and without giving reasons. The Company will notify the Client about such amendments by the e-mail address specified in the Partner account.

13.2. The Company reserves the right to change the conditions of the Partner's offer or to withdraw the Partner's offer sending a written notification to the Partner's contact e-mail address specified in the Partner account.

13.3. Any complaints shall be sent to the personal manager, the period for consideration of the letter shall be ten business days upon receiving the letter. Complaints about compensation of moral damage and lost benefit shall not be accepted for consideration and shall not be compensated by the Company. If a dispute is not mentioned in this Agreement, the Company shall resolve such dispute at its own discretion. In any case, the final decision shall be made by the Company. Disputes which are not regulated by negotiations or during consideration of the complaint shall be referred to the court of **Poland**. The applicable law shall be the law of **Poland**.

## Appendix 1

### 1. Products branded 'FBS'

**Fbs Global\*** – an international Forex broker, regulated by IFSC, Belize;

**FBS CopyTrade** – mobile app, a copy trading investment platform which allows users to copy the strategy of the selected trader and make a profit on Forex without special knowledge, as well as allows other users from the application to copy their strategy and get the profit from it;

**FBS Trader** – mobile trading platform for trading on the Forex market.

*\*Fbs.com, my.fbs.com + local domains and Landing pages*

### 2. Types of offers

FBS Affiliate Program may provide two types of offers for Partners: Web and Mobile which differs on payment models, promotional products and geolocation of promotion:

Web	Mobile
FBS Global* [WEB Revenue share]	FBS CopyTrade [Mobile Revenue share]
FBS Global [WEB CPA]	FBS CopyTrade [Mobile CPA]
	FBS Trader [Mobile Revenue share]
	FBS Trader [Mobile CPA]

\* Fbs.com, my.fbs.com + local domains and Landing pages

Full conditions for each offer are detailed in Partner's account [partner.fbs-affiliate.com/offer/list](https://partner.fbs-affiliate.com/offer/list).

### 3. Payment models:

1. Revenue Share – interest payment system, which is calculated based on the company's profit from the spread.
2. CPA (cost per action) – fixed payment for the target customer's performance.

### 4. Payment information

1. According to the model 'Revenue Share' the Partner shall receive 40%-70% of the revenue earned by the Forex broker from spread of all clients attracted by the Partner. The Partner shall receive mentioned share during the first 3 (three) months from the attracted client's registration on the Product branded 'FBS'. The percentage of the share depends on the number of the clients attracted by the Partner. Please, see the table with KPI for revenue share WEB offer below:

The number of the attracted clients* per month	Registration	The number of traded lots by the one client	The percentage of the revenue from the spread (first three months)
1-10	+	min 2	40%
11-49	+	min 2	50%
50-99	+	min 2	60%
100 or more	+	min 2	70%

2. According to the model 'CPA', the Partner may receive the fixed reward for the client's performing of the target actions. The payment amount may vary on MOB's offers it depends on the geolocation and type of mobile device (IOS/Android) of the attracted clients; on the WEB's offers, it depends on the geolocation of the attracted clients. The sum of payments and the description of paid target actions are detailed in the description of offers.
3. Partner's promotions (conversion) are carefully controlled by the Company. Conversion is paid by the Company after finishing the hold period. Hold period - a period of 30 calendar days during which the Company controls the conversion of the Partner. The Hold period is set by the Company at its own discretion, the Partner is notified by email.
4. Payments may be performed twice a month: 10th and 25th day of each month. In case the mentioned dates fall on weekends or holidays, the payment will be made on the first business day after the weekend/holiday.
5. For the Partners with an income above average, payments shall be available on request. In case of successful cooperation, the Company in its sole discretion may also increase Partner's payments individually.
6. The minimum payable amount is \$50. Account currency is USD.

# Agreement for Affiliates with EEA Countries Traffic

## 1. General

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This Affiliate Agreement (hereinafter referred to as the “**Agreement**”) regulates relationships between **Conertics Inc.**, a Company incorporated in the Republic of Cyprus with registration number HE456134 and regulated by the Cyprus Securities and Exchange Commission (hereinafter the “**CySEC**”) under license number 331/17 (hereinafter referred to as the “**Company**”) on one part, and the person (individual or legal entity) who has registered a partner account (hereinafter referred to as the “**Partner**” or “**Affiliate**”) on the other part, (collectively hereinafter referred to as the “**Parties**”).

### 1.2 Terms used in the Affiliate Agreement

**Company** shall mean **Conertics Inc.**, a company that owns (with its affiliates also) Products branded 'FBS' and organizes the FBS Affiliate Program.

**Partner** shall mean an individual or a legal entity who has accepted terms and conditions of this Affiliate Agreement and became a participant of the FBS Affiliate Program.

**Company's Website** shall mean the site fbs-affiliate.com which belongs to the Company, contains information about the Company's Affiliate Program and Partner Accounts.

**Products branded 'FBS'** shall mean the products which belong to the Company and its affiliates (for example: fbs.eu, Personal Area and landing pages, my.fbs.eu). The full list of the Products available for the affiliate program is available in Appendix 1 to this Agreement.

**Affiliate Program (FBS Affiliate Program)** shall mean the form of cooperation between the Company and the Partner concerning the distribution of the information about the Products branded 'FBS', called FBS Affiliate.

**Partner Account** shall mean a user account of the FBS Affiliate Program participant on Partner's personal area partner.fbs-affiliate.com, which includes personal data and contacts of the participant, as well as information about the effectiveness of cooperation with the Company within the frame of the Affiliate Program and Affiliate Agreement, and about Partner's commissions.

**Marketing Materials** shall mean banners, text links and other marketing (advertising) materials created by the Company or by the Partner for the performance of obligations undertaken within this Agreement, intended for distribution of information about the Products branded 'FBS', and used for the advertising purposes to attract clients.

### 1.3 Subject of Agreement

In accordance with the provisions of this Agreement, the Partner shall register a Partner Account on the Company's website and shall be obliged to distribute information about the Products branded 'FBS' and attract clients to use the Products branded 'FBS' according to the terms and conditions of this Agreement and offers provided by the Company. The Company shall be obliged to make payments to the Partner pursuant to the terms and conditions set forth in this Agreement.

## 2. Partner Account

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A Partner shall register a Partner Account in order to participate in the Affiliate Program.

A person of the full legal age (18 or another age of majority, in accordance with the country of his/her residence) may participate in the Affiliate Program. The Company's employees may not be the Company's Partners.

The Partner shall fill in the registration form on the Company's website in order to be registered. By creating a Partner Account, the Partner shall be obliged to submit its current personal data and confirm the fact of being aware of responsibility for providing the false personal data and/or data of the third parties. After fulfilling the registration form the Partner shall choose the suitable payment system on a list in a Partner Account.

By creating a Partner Account [partner.fbs-affiliate.com/signup](https://partner.fbs-affiliate.com/signup) Partner confirms his/her legal status and capacity to conclude a deal with the Company, understands and unconditionally accepts terms and conditions hereof in the form in which they are permanently provided on the Company's website. The Partner accepts the Companies policies and documents, which are referred to in this Agreement.

After registration Partner shall choose the offer on a list: [partner.fbs-affiliate.com/offer/list](https://partner.fbs-affiliate.com/offer/list). In order to work on an exclusive offer with personal conditions, the Partner sends the written request to a personal manager. The personal manager shall contact the Partner within three (3) business days.

By providing his/her data for registration in the Program and creating an Account, the Partner confirms and guarantees the fact of having familiarized with all provisions of this Agreement, understands their meaning and unconditionally accepts them, as well as any policies and documents of the Company that are referred to in the text hereof. Rules and principles of the Partner personal data use and protection are regulated by the Data Protection and Privacy Policy [https://fbs.eu/docs/data\\_protection\\_privacy\\_policy\\_en.pdf](https://fbs.eu/docs/data_protection_privacy_policy_en.pdf)

### 3. Conditions of Cooperation

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- 3.1 Cooperation between the Company and the Partner shall be based on this Agreement with all Appendices and Partner's offer which should be provided by the Company. All Appendices to this Agreement are an integral part of this Agreement. The Partner shall promote the Products branded 'FBS' and the Company shall pay the commission according to the Revenue Share and CPA models. Basic conditions about cooperation models between the Company and the Partners are stated in Appendix 1 to this Agreement.
- 3.2 In order to start the promotion of the offer, the Partner should carefully read its conditions and make certain that he/she understood all provisions of the offer, their meaning and unconditionally accepted them.
- 3.3 The depository with all available for the Partner marketing materials is marked in the Partner's offer (Company's website, etc.). The Partner must observe all instructions of the Company in terms of the content of the marketing materials and information. The Partners are permitted to advertise the Products branded 'FBS' via websites and other sources which have been checked and approved by the Company. Communication between the Partner and the Company is carried out by a personal manager, being the Company's employee.
- 3.4 The Partner may use all marketing materials available in his Partner account, including FBS logos. In the same time, the Partner should observe all instructions of the Company in terms of the content of the marketing materials and information. The Partners are permitted to advertise the Products branded 'FBS' via websites and other sources which have been checked and approved by the Company. The full list of the available sources should be stated in the Partner's offer. Communication between the Partner and the Company is carried out by a personal manager, being the Company's employee. The Partner must use the marketing materials provided by the Company with diligence and solely for the purposes of performance of obligations under the Affiliate Agreement.
- 3.5 All marketing materials created by the Partner independently and/or following its order by the third parties before publishing on the working resources must be agreed upon with the Company by contacting the personal manager. Use of independently created materials in Partner's working resources by the Partner without agreement with the Company is unacceptable and is a gross breach of provisions of the Affiliate Agreement. In this case, the target actions will not be paid, Partner account will be blocked. The Partner must submit materials to the personal manager for approval. Before that, the Partner must make sure that marketing materials submitted for approval comply with the requirements to such materials set in these Affiliate Agreement.

3.6 It should be noted that all attracted clients will be considered customers of the Company and its affiliates exclusively. The Company and affiliates shall be considered as the sole and exclusive owners of the database with names and contact data, as well as other information on the clients. The Partner shall be prohibited to contact the clients in any way without prior written consent of the Company. Any attempt of the Partner to contact the attracted clients may be considered by the Company as a gross violation of this Agreement provisions.

## 4. Schemes

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4. 1. Revenue Share model: The Partner shall receive a percentage (share) of the revenue earned by the Company from the spread of all clients attracted by the Partner. All details of payment are stated in the Appendix 1 and also shall be agreed in the Partner's offer.

4. 2. CPA model: The Partner shall receive the fixed reward for the client's performance of the target actions. All details of payment are stated in the Appendix 1 and also shall be agreed in the Partner's offer.

4. 3. Payments shall be performed upon reaching the minimum payable amount according to the conditions of the Partner's offer.

4. 4. For successful Partners and/or Partners with exclusive offers the Company may perform the payments under the Partner's requests. It should be noted, that Company has a right to change the payment amounts in its sole and absolute discretion under individual plans.

## 5. Rights and Obligations of the Partner

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- 5.1 The Partner shall be obliged to:
  - 5.1.1 provide the Company with reliable and valid personal data when registering the Partner Account;
  - 5.1.2 strictly comply with the Marketing Rules of the Company which are the integral part hereof;
  - 5.1.3 agree with the Company upon all available traffic resources used by the Partner in his/her advertising. All of the sources and all exclusive conditions should be stated in the Partner's offer.
  - 5.1.4 strictly comply with each and all marketing recommendations of the Company when performing the obligations under this Agreement;
  - 5.1.5 pay taxes for the funds received from the Company as the commission, if such are envisaged in the Partner's country of residence. At the same time, relieve the Company from liabilities for the Partner's failure to perform obligations for self-payment of taxes.
  
- 5.2 The Partner shall be entitled to:
  - 5.2.1 distribute information about the Company and attract new clients to the Products branded 'FBS' by using any legal tools, marketing materials and traffic sources specified in the Partner's offer and agreed by personal manager, except for the methods prohibited by this Agreement and/or Partner's offer, by legislation of countries where Products branded 'FBS' are advertised, as well as conventional moral and ethical standards;
  - 5.2.2 track progress/effectiveness of its advertising campaigns by using the tools provided for in the Partner Account;
  - 5.2.3 withdraw received reward in accordance with terms of this Agreement, Appendices to this Agreement and Partner's offer;
  - 5.2.4 use the marketing materials created by the Company and placed in the Company's resources which are marked in the Partner's offer (links to the cloud storage, Company's website, etc.).

## 6. Rights and Obligations of the Company

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6.1 The Company shall be obliged to:

6.1.1 timely calculate and transfer the commission to the Partner;

6.1.2 keep record of the clients attracted by the Partner.

6.2 The Company shall be entitled to:

6.2.1 track activities of the Partners and the clients attracted by them, draw up reports and analyze the Partner's efficiency;

6.2.2 suspend the accounts of the clients attracted by the Partner, as well as suspend payments of commission to the Partner, in case of violation of this Agreement by the Partner; block the withdrawal function for the commission and accumulated funds in the Account until the circumstances are clarified.

6.2.3 in the event of a violation of the marketing recommendations by the Partner, the Company shall be entitled to:

- ✚ give a warning to the Partner and set the time to eliminate the faults in order to remedy the violations of this Agreement;

- ✚ do not take into account the clients attracted during the period of violation of this Agreement;

- ✚ decide on the termination of cooperation with the Partner and of this Agreement with immediate notification of the Partner, Account blocking and suspended accounts of the clients attracted by the Partner, without paying the commission for the clients attracted previously. Account Blocking is the process of limiting the Partner's access to the Partner Account on the Company's website [partner.fbs-affiliate.com](http://partner.fbs-affiliate.com).

## 7. Liability of the Parties

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- 7.1 The Partner shall bear full responsibility to the Company for unauthorized use of the Company's materials, symbolic, logos, information and website, and shall be obliged to compensate any costs directly or indirectly incurred by the Company due to the Partner's activities.
- 7.2 The Partner shall bear full responsibility for the safety of the login and password of the Partner Account, as well as for the validity of submitted to the Company data about the payment instrument for withdrawal of funds transferred as the commission;
- 7.3 The Partner shall bear full responsibility to the third parties for unauthorized use of intellectual property of such parties when creating the marketing materials; in case of any costs incurred by the Company due to illegal acts of the Partner in relation to unauthorized use of the third parties intellectual property by the Partner, the Partner shall be obliged to compensate any losses and costs to the Company in full;
- 7.4 The Company shall not bear responsibility for non-performance of its obligations due to reasons beyond the control of the Company, such as technical failure in work of communications and telecommunications networks providers, etc.
- 7.5 The Company shall not be responsible for the Partner's actions/lack of action.
- 7.6 The Partner shall bear full responsibility for its actions performed under this Agreement and guarantee the fact of having the legal capacity to perform such actions, and the said actions do not violate the valid legislation of the Partner's country of residence.

## 8. Marketing Rules

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### 8.1 General

Forex and CFD trading are regulated activities, thus all promotional materials must be fair, not misleading, clear, and also all Partner's actions should strictly comply with these marketing rules. Violation of any specified provision of the Rules may be considered by the Company as a gross breach of provisions of this Agreement and result in immediate termination of the Agreement with the Partner.

We work under the CySEC license, which obliges us to follow all the updates the regulator will apply. Note that the responsible staff monitors all the promotions on behalf of FBS. Thus, the regulators have a right to ask us to withdraw specific data that does not comply with the regulatory rules.

If CySEC requires new rules or limitations, this document will be updated. We will inform affiliates about the changes and ask them to agree with the new conditions.

More details and examples you will find in Appendix 2 Promo examples

- 8.2 The Partner should guarantee not to advertise the Products branded 'FBS' for persons residing in the countries where Forex trading is forbidden by law. Before starting the work, the Partner shall make sure that its working resource is not targeted at the audience which has no rights to use the advertised website. The Partner is obliged to agree with the Company (via personal manager) on a list of geolocations where the Partner's work is planned. All conditions about geolocation where the Partner has a right to work should be stated in the Partner's offer.
- 8.3 The Partner should address its advertising activities to any persons older than 18 or another age of majority, established in the territory of the Partner's activities (i.e. in the territory where the Products branded 'FBS' is being advertised).
- 8.4 The Partner has no rights to attract its relatives, friends and other persons interested as clients to the advertised website. In other words, it is prohibited to allow/offer to relatives, friends, other familiar persons to register by the Partner's links or independently. Within the framework of the Affiliate Program, the term "relative" includes, but is not limited to spouses, parents, children and siblings.
- 8.5 It is forbidden to attract clients via an offer to register on the advertised website or via the Partner's link for money or any other remuneration.
- 8.6 It is forbidden to use instant redirecting from its own or any other domain name to the Company's domain name and the advertised Products branded 'FBS'. The Partner has no right to register trademarks and/or domain names which contain the Company's and its affiliates trademarks or domain names, or similar to them to a confusing degree. The Partner agrees that any use of the trademarks, including any use of domain names, containing the Company's and its affiliates trademarks or parts similar to the Company's and its affiliates trademarks to a confusing degree, is performed solely for the benefit of the Company and under conditions of the Affiliate Agreement; the Partner does not acquire any rights for the Company's and its affiliates trademarks and other individualization means due to such use.

- 8.7 It is forbidden to use contextual advertising by using the keywords containing the brand name, trademark or the Company's registered name, including similar, derived, misspelt words or translation to other languages. It is forbidden to register the said keywords, search elements or other identifiers for use in any data retrieval system or website, advertising service or any other search or reference services. Usage of the Company's brand name is allowed in the advertisement text itself.
- 8.8 It is forbidden to use for the advertising of Company and its affiliates branded queries, as well as brand names of Company's (and its affiliates) competitors or any derived or misspelt forms. The Partner is also obliged to refrain from comparing 'FBS' with competitor's brands, and also from the unreasonable exposing of the other companies in a bad light. The same rule is acting if the Partner purchase advertising in the advertisement networks (i.e. Google AdWords or Bing Ads).
- 8.9 The Partner must clearly indicate information on partnership relations with the Company on websites and resources used for his/her work. Any Partner's resources developed by the Partner independently and/or with the involvement of the third parties, dedicated only to the Company's activities must contain an indication that such resources are not the Company's official website/resource. Use of similar to a confusing degree domain names for the Partner's working resources is not acceptable and is a gross breach of these Rules and provisions of the Affiliate Agreement.
- 8.10 Never offer any contests or bonuses on behalf of the Company and its affiliates distinct from bonuses, provided by the Company or its affiliates. In order to know the current information about bonus offers and programs, the Partner sends the written request to personal manager.
- 8.11 When using the marketing materials created for the Partner and upon its order by the third parties, the Partner must have all required permits of such third party to use the materials, and the Partner must relieve the Company from any complaints and disputes concerning the legitimacy of usage of such materials by the Partner.
- 8.12 If the material is placed on the Partner's resource with mention of possible opportunity to gain profit from using the Products branded 'FBS', the Partner must place on the same resource/in the same material a warning concerning possible financial risks related to the Products branded 'FBS's specifics. Add and translate to your local language the following risk warning:

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage.

71% of retail accounts lose money when trading CFDs.

You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

Please refer to our Risk Acknowledgement and Disclosure.

Make sure the risk warning is readable and visible. It should come in the same font at the majority of information on your page. Any time you encourage clients to join FBS by clicking the 'Open Account' or 'Register' buttons, add the following part of risk warning:

“71% of retail accounts lose money when trading CFDs”.

Mention the FBS license, address, and legal name. Add the following sentence:

The website is owned and operated by **Conertics Inc.** (address: ul. Kukuczki Jerzego 41, Warszawa, Poland), registration number HE456134, authorized by Cyprus Securities and Exchange Commission, license number 331/17.

Never promise guaranteed profits. If you decide to mention a possible profit, do not forget to speak about potential losses.

- 8.13 The Partner is entitled to indicate information on the Company's licenses solely as the fact of their existence and avoid the context of approval of the Company's activities.
- 8.14 In case of providing the results of a comparative analysis of the Products branded 'FBS' and products of the competitive companies on the working resource, only reliable information should be used, with an indication of links to the sources of such information.
- 8.15 It is forbidden to place any guarantees and promises on behalf of the Company and its affiliates. Any actions on behalf of the Company and its affiliates are forbidden as well. The Partner's actions within the framework of the Affiliate Agreement should under no circumstances be positioned as the Company and its affiliate's actions. By attracting the clients and distributing information about the Company and the Products branded 'FBS', the Partner acts solely for his/her own benefit within the framework of the Affiliate Agreement.
- 8.16 Promote FBS only on the sites related to trading, professional news, and financial services and markets. Our product cannot be associated with disturbing content such as pornography, violence, or offensive language.
- 8.17 The Partner has a right to use social media (Facebook, Instagram, etc.) for promoting and attraction of the clients. It should be noted that it is forbidden to create and maintain pages and profiles that are identical or similar to the official pages and profiles of the Company and its affiliates, as well as copy the content published in these official pages and profiles.
- 8.18 It is forbidden to use brand bidding, fraud, incentive traffic, spam, traffic from the hacked resources, incent traffic and other means functioning similarly. The full list of the forbidden sources is stated in the Partner's offer.
- 8.19 It is forbidden to use web resources and tools for client's attraction which may in any way damage the Company's (and its affiliates also) reputation. The Partner is also obliged to refrain from advertising Products branded 'FBS' using false or misleading statements.
- 8.20 The Partner must comply with the generally accepted requirements in the sphere of digital marketing concerning 'spam' or unwanted electronic messages and contacts with the clients, such as requirements of the CAN-SPAM Act of 2003. The Partner agrees that his/her activities within the framework of the Affiliate Agreement will be consistent with, among other things, the industrial standards of digital marketing. Any unacceptable actions may be considered as a gross breach of these Rules and provisions of the Affiliate Agreement in general.

## 9. Intellectual Property

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Trade name, trademarks, logos and other means of individualization of the Company, both registered and unregistered, as well as all elements connected with them such as domain names, design and design components of the Company's websites and Products branded 'FBS', are protected by the intellectual property legislation.

The Company guarantees that the marketing materials developed by the Company and submitted to the Partner for promotion of the product/services of the Company, as well as materials placed on the Products branded 'FBS' may include the content which do not belong to the Company's intellectual property, including but not limited to photographs, images, icons, video clips, audio tracks, texts, etc. Such content is always used by the Company on legal grounds and with the consent of the copyright holder, and/or is free from any rights or claims by any third parties. The Partner's use of the Company's Marketing Materials does not imply assignment to the Partner of the intellectual rights for usage and handover of the Company's intellectual property and content of the Products branded 'FBS' to the third parties. Cooperation shall be carried out on the basis of a simple non-exclusive license. In accordance with provisions of this Agreement, the Company provides the Partner with a simple license non-transferable to the third parties, for the period of duration of this Agreement, to use the Company's means of individualization and marketing materials solely for the purposes of promotion of the product/services of the Company and placement on the partner resource/website.

By accepting the terms and conditions of this Agreement, the Partner agrees to use the Company's marketing materials and right to place means of individualization solely for the purposes of promotion of the Company's product/services. At the same time, the Partner shall be obliged under no circumstances to enter into a dispute with the Company about the ownership of materials and means of individualization. The Partner shall be obliged to immediately inform the Company of any facts of illegal use of the marketing materials and/or means of individualization of the Company. It is prohibited to use the Company's marketing materials and/or individualization means to the detriment of the Company.

## 10. Privacy

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The Partner shall be obliged to ensure the safety of the confidential information provided by the Company, including, but not limited to: messages sent via e-mail, documentation and other data, which may come to the knowledge of the Partner during the period of duration of this Agreement. Provisions concerning privacy shall be binding for the parties, including the ones after termination of this Agreement for three years.

## 11. Term and Termination

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- 11.1 This Agreement shall come into effect from the moment of receiving the consent of the potential Partner when sending the filled form for Partner Account registration. Term of the Agreement shall not be limited and may be terminated in accordance with conditions hereof, including by one of the Parties hereof.
- 11.2. The Partner shall be entitled to terminate this Agreement at its own discretion by sending a written notification to personal manager with an indication of the date from which the Partner would like to terminate the Agreement.
- 11.3 The Company shall have the right to terminate this Agreement unilaterally at its own discretion by sending a written notification to the Partner's contact e-mail address specified in the Partner account. In this notification, the Company shall indicate the date from which the Agreement shall be deemed terminated, as well as the procedure for transfer of the commission (if any).
- 11.4 The Agreement shall be deemed terminated and invalid from the date specified by the Agreement party in the notification of termination.
- 11.5 Termination of this Agreement shall mean cancellation of all provided to the Partner licenses and rights to use the Company's marketing materials, as well as any symbolic related to the Company and/or information sources developed by the Partner upon agreement with the Company and containing information on the Company. Termination of this Agreement shall also mean the termination of the Company's obligations concerning the transfer of commission to the Partner for attracted clients. In accordance with the conditions hereof, the rules and provisions of this Agreement concerning privacy shall be effective regardless of notifications of termination of the Agreement sent by a party.
- 11.6 This Agreement in English is available in the Partner account – [partner.fbs-affiliate.com](https://partner.fbs-affiliate.com) - in the section 'News' and also in the description of the offer. In case of any discrepancies between the English version hereof and versions in other languages, the English version of the Agreement shall prevail.

## 12. Complaints and Disputes

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- 12.1 The Company reserves the right to make amendments to the text of this Agreement, Appendices to the Agreement and further Company's documents that are referred to herein at any time and without giving reasons. The Company will notify the Client about such amendments by the e-mail address specified in the Partner account.
- 12.2 The Company reserves the right to change the conditions of the Partner's offer or to withdraw the Partner's offer sending a written notification to the Partner's contact e-mail address specified in the Partner account.

12.3 Any complaints shall be sent to the personal manager, the period for consideration of the letter shall be ten business days upon receiving the letter. Complaints about compensation of moral damage and lost benefit shall not be accepted for consideration and shall not be compensated by the Company. If a dispute is not mentioned in this Agreement, the Company shall resolve such dispute at its own discretion. In any case, the final decision shall be made by the Company. Disputes which are not regulated by negotiations or during consideration of the complaint shall be referred to the court of Poland. The applicable law shall be the law of Poland.

#### 12.4 Unauthorized Activities

12.4.1 By using the Affiliate Program of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorized Activity. Descriptions of unauthorized activities are listed below. This is a non-exhaustive list.

12.4.2 'Unauthorized Activity' means any act, including but not limited to:

- ✚ Promoting to or Attracting;
- ✚ Arbitragers. Arbitrage describes any trading result that is the outcome of actions that either eliminate the risk totally or significantly, usually abusing features provided by the Company. Partners that are identified as internationally or unintentionally attracting arbitragers will have any commission generated by those abusers cancelled.
- ✚ Hedging in bad faith. Hedging is a strategy used in limiting or offsetting probability of loss from fluctuations in the prices of commodities, currencies, or securities. In effect, hedging in bad faith is the employment of various techniques but, basically taking equal and opposite positions in the same Financial Product or a Financial Product highly correlated at near the same time, indicating no interest in genuine trading. This can happen over a single account or over multiple accounts.
- ✚ Use of excessive leverage. Excessive leverage is the opening of a position that requires a margin that is nearly all of the free balance. This strategy significantly heightens the danger of the clients' account ending up in a sizeable negative balance.
- ✚ Trading on off-market quotes. It is not permitted to conduct an activity involving the purchase of Financial Products of any price other than the market price at that instant.
- ✚ Churning. Churning means excessive trading aiming to generate commissions. While there is no quantitative measure for churning, frequent buying and selling of securities that does little to meet the client's investment objectives may be construed as evidence of churning.
- ✚ News Gap and Break Gap Trading Abuse. All products observe a break either intraday, daily or weekly. It is normal for the last price before the break and the first price after the break to be significantly different. This difference, also known as a 'gap', means there is no market (no tradable prices) in that range. A gap can also be the outcome of news release. The Company is proud to offer a guaranteed stop loss, take profit, pending order execution and negative balance protection to protect and enhance the trading of its clients. Nonetheless, it is prohibited to use these features in bad faith. Examples where these features are used in bad faith are:

- Positions opened minutes or even seconds before the break or news release, in an attempt to generate profits without the risk of market moves.
  - Positions that are large enough compared to the balance of the account, in an attempt to either generate profits or end up in a negative balance, which the company pays on your behalf.
  - Simultaneous positions in the opposite direction (pending or market orders), indicating no interest in the market direction.
- ✚ Multiple Account Operation. Affiliates or clients introduced by Affiliates may not trade using the accounts of others or allow others to trade using their account. Evidence of this activity includes
- accounts operating from the same location,
  - using/indicating the same IP address,
  - multiple accounts displaying the same deposit and withdrawal patterns,
  - accounts showing similar or identical trading patterns or
  - accounts sharing the same device.

Where this activity is discovered, the Company reserves the right to close the affected accounts and all related open trading positions.

- ✚ Action. The Company reserves the right to take the appropriate action where deems necessary in circumstances where the terms and conditions of this agreement have been breached. The consequences of breaching one or more of the conditions, deemed as 'unauthorized activities', include but it is not limited to the suspension or closure of trades, the return of funds, the suspension or closure of your account, changing and/or decreasing the leverage.

## Appendix 1

### 1. Products branded 'FBS'

**Fbs EU\*** – a European forex-broker, regulated by CySec;

\* *Fbs.eu, my.fbs.eu + local domains and Landing pages*

### 2. Types of offers

FBS Affiliate Program may provide two types of offers for Partners: Web and Mobile which differs on payment models, promotional products and geolocation of promotion:

Web	Mobile
FBS EU* [WEB Revenue share]	FBS Trader [Mobile Revenue share]
FBS EU [WEB CPA]	FBS Trader [Mobile CPA]

\* Fbs.eu, my.fbs.eu + local domains and Landing pages

Full conditions for each offer are detailed in Partner's account [partner.fbs-affiliate.com/offer/list](https://partner.fbs-affiliate.com/offer/list).

### 3. Payment models:

3. Revenue Share – interest payment system, which is calculated based on the company's profit from the spread.
4. CPA (cost per action) – fixed payment for the target customer's performance.

### 4. Payment information

7. According to the model 'Revenue Share' the Partner shall receive 40%-70% of the revenue earned by the Forex broker from spread of all clients attracted by the Partner. The Partner shall receive mentioned share during the first 3 (three) months from the attracted client's registration on the Product branded 'FBS'. The percentage of the share depend on the number of the clients attracted by the Partner. Please, see the table with KPI for revenue share WEB offer below:

The number of the attracted clients* per month	Registration	The number of traded lots by the one client	The percentage of the revenue from the spread (first three months)
1-10	+	min 2	40%
11-49	+	min 2	50%
50-99	+	min 2	60%
100 or more	+	min 2	70%

8. According to the 'CPA' model, the Partner may receive the fixed reward for the client's performing of the target actions. The payment amount may vary: on MOB's offers it depends on the geolocation and type of mobile device (IOS/Android) of the attracted clients; on the WEB's offers it depends on the geolocation of the attracted clients. The sum of payments and the description of paid target actions are detailed in the description of offers.
9. Partner's promotions (conversions) are carefully controlled by the Company. Conversion is paid by the Company after finishing the hold period. Hold period - a period of 30 calendar days during which the Company controls the conversion of the Partner. The Hold period is set by the Company at its own discretion, the Partner is notified by email.
10. Payments may be performed twice a month: 10th and 25th day of each month. In case the mentioned dates fall on weekends or holidays, the payment will be made on the first business day after the weekend/holiday.
11. For the Partners with an income above average, payments shall be available on request. In case of successful cooperation, the Company in its sole discretion may also increase Partner's payments individually.
12. The minimum payable amount is \$50. Account currency is USD.

## Appendix 2

### Promo examples

If you decide to join FBS Affiliates, you will become a brand ambassador who agrees to conform to our policies, regulations, vision, and values.

We want FBS to be promoted as:

#### Reliable and secure

FBS is licensed by CySEC which is one of the most respectable financial regulators in the EEA. For the clients, it means that FBS pledges to:

- Securely keep their funds
- Protect their accounts from identity thefts, illegal write-offs, and unauthorized access to personal data
- Comply with anti-terrorist/anti-money laundering laws

#### Diversified

FBS offers a wide range of tools and services for traders with different experience and needs. Clients can use 34 trading instruments and 2 metals, select a type of account suitable for their strategies, use trader's calculator, economic calendar, 24/7 support, and currency converter.

#### Comprehensible

FBS not only provides a diverse pool of trading instruments and services but also educates clients and develops their skills. We offer a Forex Guidebook for the traders of all levels, organize weekly webinars, share video lessons, analytical articles, market news. Besides, the authors of our blog publish simplified yet useful information on the FBS services, market trends, and trading strategies.

#### Localizable

All the provided content is translated and localized into the six most popular European languages: English, French, German, Spanish, Portuguese, Italian.

FBS Affiliates are welcome to work with us! However, due to regulations and the company policy, you as an affiliate should be aware of the requirements we established for you. Make sure you follow all the rules below when initiating a promotion on behalf of **Conertics Inc.**

#### Examples

- Avoid absolute statements if you cannot provide a source of information as proof. If you are unable to prove the claim, use the following alternative ways:

##### *Use*

One of the most reliable brokers in the region; Among the leading CFD providers.

##### *Avoid*

The best Forex broker; The most reliable CFDs provider; Number 1 broker for traders.

- Never promise profit, guaranteed income, or financial success.

##### *Use*

You may benefit from the investments; Get to know, to trade, to start your financial journey;

##### *Avoid*

Make profit with CFDs; Prepare to get rich; More money for you; Time to earn; Money can grow; Earn with Forex; We will soon succeed on the market; Get extra income in no time; Your chances for success are 100%

- Never associate trading with gambling or any games.

***Use***

Trade as a professional; Invest wisely; Consider risks while trading; Analyze the market

***Avoid***

Play on the market; Gamble on trading CFDs; Money game; Win on currency fluctuations

- Never describe trading with the words that mean 'easy.' Instead, apply it to the tools, education, the platform that FBS offers.

***Use***

It is easy to navigate; Easy access to educational materials; Intuitive interface

***Avoid***

Easy money; Trading is both profitable and easy; Even beginners can start trading simply

- Never write "risks free."

***Use***

Free access to all the tools; free analytical materials available on site

***Avoid***

Risks free trading

- Make sure it is clear FBS provides only CFDs as trading instruments.

***Use***

Trade CFDs with FBS; Join the Forex market

***Avoid***

Trade stocks with FBS; Indices and ETFs are the most common trading instruments used by FBS.

- Instead of "fees," use the word "commission."

***Use***

You pay no commission

***Avoid***

No trading fees; you can trade with no fees

**Risk Warning:**

CFD's are complex instruments and come with a high risk of losing money rapidly due to leverage.

71% of retail investor accounts lose money when trading CFD's with this provider.

You should consider whether you understand how CFD's work and whether you can afford to take the high risk of losing your money.

Please refer to our [Risk Acknowledgement and Disclosure](#)